



Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony, Kanpur Road
LUCKNOW -226012 (Uttar Pradesh)

Phone No. : 0522-2421137

Email- dit.bird.lko@nabard.org

Request for Proposal
“Annual Maintenance Contract of Climate Finance Knowledge website (<https://climatefinanceknowledge.nabard.org>)”

Important dates and information

Date of issue of RFP	12 August, 2024
EMD	₹ 3,000/-
Pre Bid Meeting	21 August, 2024, 1530 hours
Time and last date for submission of RFP	02 September, 2024, 1500 hours
Time and date of opening RFP	02 September, 2024, 1530 hours
Time and date of opening of Price Bids	Will be communicated to technically qualified contractor/vendor.

Bankers Institute of Rural Development (BIRD), Lucknow, invites sealed proposals from Contractors for “Annual Maintenance Contract of Climate Finance Knowledge website (<https://climatefinanceknowledge.nabard.org>)”

The RFP Document can be downloaded from BIRD's website
<https://birdlucknow.nabard.org/>

Letter of invitation

Bankers Institute of Rural Development (BIRD) is an autonomous training institution registered as a Society under Societies Registration Act, 1860, having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow-226012. It has been promoted by National Bank for Agriculture & Rural Development (NABARD).

Through this RFP, BIRD is seeking to hire a suitable agency for “Annual Maintenance Contract of Climate Finance Knowledge website (<https://climatefinanceknowledge.nabard.org>) by a dynamic service provider with requisite domain expertise.

BIRD seeks cost for maintaining the Climate Finance Knowledge website (<https://climatefinanceknowledge.nabard.org/>) for a period of two years. A brief scope of work, deliverables and detailed procedure for submission of RFP have been given in this document.

Sealed proposal (RFP) should be submitted as advised below:

- a) In two Envelopes indicating clearly '**Envelope No.1**' – **Technical Bid** and '**Envelope No.2**' – **Price Bid**.
- b) Contractor/ Vendor may place Envelopes 1 & 2 in a 3rd big envelope. The last date and time for submission of tender is on **02 September 2024 at 1500 hours**. Unsealed bid/envelop (Either envelop 1, 2 or 3) will not be accepted and summarily rejected.
- c) **Envelope No. 1** (Technical Bid) will be opened on the same day as that of last date & time for submission of tender in the presence of contractors/vendors representatives, if they choose to be present.
- d) **Envelope No. 2 (Price Bid):**
 - i. Should contain Price Bid complete in all respects, duly sealed. The price bid should not contain any conditions whatsoever and any conditional bids shall be rejected.
 - ii. Envelope No. 2 (Price Bid) will be opened on some suitable date and time, which will be communicated separately only to technically qualified contractors/vendors.

The proposal may be addressed to **The Director, Bankers Institute of Rural Development, Sector-H, LDA Colony, Kanpur Road, Lucknow-226 012**. The complete proposal should reach on or before **1500 hours on 02-09-2024**.

Any further information in this regard shall be published only on website <https://birdlucknow.nabard.org>.

Sd/-
Rakesh Kumar
Administrative Officer (AO)

2. Introduction about BIRD in brief:

Bankers Institute of Rural Development (BIRD) is an ISO 9001: 2015 certified autonomous training institution registered as a Society under Societies Registration Act, 1860, having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow-226012. It has been promoted by National Bank for Agriculture & Rural Development (NABARD)

3. Eligibility Criteria

- i. **Contractor must have thorough knowledge of Climate Finance website sitemap architecture and the technologies used in the development. Contractor should submit one page write-up about their maintenance plan, protocol, elaborating their understanding on the functionality of the Climate Finance website along with other terms and conditions.**
- ii. The contractor should attach copies of GST registration, PAN/TIN of the firm.
- iii. The Contractor team should be proficient in WordPress CMS, HTML, CSS, XML Linux, Red Hat, Drupal PHP, Database Handling in MySQL, Google Analytics, Configuring and Installation of the plug-in to maintain the website.
- iv. The participating contractor must have annual turnover of minimum 10 lakhs (only from website maintenance and hosting activity) in any one of preceding year during last three years duly certified by the Chartered Accountant **(Please attach)**.

4. Earnest Money Deposit (EMD)

Mode of depositing EMD: The Contractor/Vendor shall furnish an EMD for an amount of **₹ 3,000/- (Rupees Three Thousand only)** by way of only online mode or fund transfer through NEFT etc. BIRD's Account details are as follows:

- ❖ Current Account Number No. 921020044058630 with Axis Bank, MG Marg, Lucknow-226001.
- ❖ IFS Code: UTIB0000053

Documentary evidence of EMD deposit in the form of UTR (Unique Transaction Reference) / Receipt Voucher is to be enclosed along with the duly filled, signed & complete tender (Envelop 1) in all respects. Proposal without EMD shall be rejected.

5. **Refund of EMD:** The EMD will be returned to the bidder (after completion of process of award of work) if his/her proposal is not accepted by the BIRD but without any interest thereon. The bidder shall furnish bank account details in the format given in

this RFP (**Annexure -III**). The EMD paid by the successful bidder (contractor/vendor) will be retained as a security deposit during the contract period. The Security Deposit will be refunded after the expiry of the contract. No interest shall be paid on this deposit.

6. Forfeiture of EMD: The EMD shall be forfeited in case the successful bidder (Contractor/Vendor) fails to comply with any of the conditions of the Contract / RFP or if he withdraws his proposal at any point of time before award of the work, in which case, he will also, not be allowed to participate in the event of any re-tender.

7. Scope of Work:

The Climate Finance Knowledge website (<https://climatefinanceknowledge.nabard.org>) is already operational in English Language and is being hosted by NABARD. The contractor should consider the following points while quoting the price.

Important Parameters of the Website:

1. Server: Linux (Apache)
2. Operating systems: Red Hat
3. CMS Framework: Drupal
4. Programming languages: PHP
5. Database: MySQL
6. Google Analytics

Source Code:

Contractor will have to get the source code from the website. Access to the server will be provided through VPN by BIRD/NABARD.

Expected Activities during the Maintenance Period:

- Checking the Security of the website at regular intervals and submitting the reports periodically.
- Backing up Website contents in locally connected medium.
- Updation of plugins/SSL as per requirement.
- Coordination for security audit/VAPT as and when needed as advised by BIRD/NABARD.
- Contractor is responsible for fixing the vulnerabilities, if identified during the VAPT. Fixing the vulnerabilities is under the scope of work and the contractor is responsible for resolving all types of vulnerabilities (related to the Security of the website and as advised by BIRD/NABARD).

- Vendor will have to fix Vulnerability within 30 days of notice or as per dates indicated in Security Assessment Report/ any reports post VAPT (Vulnerability Assessment and Penetration Testing) or any other tests as undertaken by BIRD/NABARD or any other agency from time to time.
- **VAPT Process:**
 1. Black Box Testing
 2. Source Code Review
 3. Grey Box VAPT Testing
 - User Acceptance Testing (UAT)
 - Vendor will have to create VM Server (Replica of original website)
 - VM Server will be provided by BIRD/NABARD
- Adding Notices, Tenders and documents in respective sections.
- The contractor is required to assist in any walkthrough or data integration process whenever asked by BIRD or services provider authorized by BIRD/NABARD.
- Updating Sitemap
- Bug Fixing
- Maintenance of Static page information
- Uploading Content as per requirement(Content will be provided by BIRD)
- Content Modification on the existing website
- Support for any functional problem of any module of website
- Website should be regularly checked for Security vulnerabilities and updated regularly.
- Updating would include regular upgradation of news, data, reports, tender announcements, recruitment and other relevant information etc., on daily, weekly, fortnightly, or monthly basis as may be required.
- Updating content in Hindi on website, if required.
- Web promotion shall be a part of this activity and shall include activities such as search engine registration and linking to related websites home page improvements etc.
- Static/Dynamic information updation (as and when required).
- Maintenance & Checking for dead links of static pages.
- Content research and management (Uploading of English Content on website).
- Accepting bugs and minor changes and providing the solution.
- Link updates, uploads, replacement and addition of content and links and other related work.
- The service provider will not use any pirated or unauthorized software or tool for developing/amending the website during the entire period of contract.

- If BIRD develops any web portal, module, or application by any vendor, contractor will have to provide necessary support to integrate that web portal, module, or application to website. The contractor will have to coordinate with concerned vendor as and when required.
- Contractor shall provide necessary training to BIRD nominated officer to manage website as needed by BIRD.
- Contractor shall participate in the weekly/monthly/quarterly review meetings as and when conducted by BIRD.
- Contractor shall be responsible for all the related passwords and should never disclose them to any third party.
- Contractor shall provide technical data of website and other information to BIRD/NABARD as and when asked for.
- Maintenance of the following features, functionalities and links already available on the website:

(A) Home

- i. Sign in
- ii. Sign Up
- iii. About
- iv. Climate Finance
- v. Training
- vi. Contact Us
- vii. Search
- viii. Newsletter
- ix. Knowledge Repository
- x. India-Specific Information Repository on Climate Change and Climate Finance
- xi. E-learning Link
- xii. Latest from Centre for Climate Change
- xiii. Recent Events
- xiv. Discussion Forum
- xv. News Feeds
- xvi. Disclaimer
- xvii. Sitemap

(B) About

- i. About the Portal

- ii. About CCC
- iii. Climate Change
- iv. Partners

(C) Climate Finance

- i. About Climate Finance
- ii. Knowledge Repository

(D) Training

- i. E-Learning Links
- ii. BIRD Training Calendar

(E) Any other recruitment process as may be prescribed by BIRD

8. Service Requirement:

- Website Monitoring** : Website to be monitored 24*7*365 days
- Website uptime** : 100% uptime availability of the website when network is available.
- Troubleshooting** : The successful contractor will provide immediate support and assistance in the event of any disruption in the Services being provided by the contractor. The manner and time frame for troubleshooting and the timelines for the resolution of the problems will be as follows:

Troubleshooting & resolution times priority	Priority Definition	Mean Time to Assist (MTTA)	Mean Time to Repair (MTTR)
Medium	Partial/Intermittent service interruptions – e.g. System, N/W performance degraded but still functioning	30 Minutes	4 Hours
Low	All changes requests, upload	1 Hour	2 Hours

9. Data Ownership

- The website is hosted on a server provided by National Bank for Agriculture and Rural Development (NABARD). The ownership of the entire data of website, in all forms (including text, data, graphics, animations, audio/video content, etc.) will rest only with BIRD/NABARD even if in case the service provider facilitates hosting the content on

the website on a server owned by the service provider.

- Similarly, the ownership of all source code of website/ software used for the purpose of maintaining/developing the content on website would rest with BIRD.
- BIRD reserves the right to change the service provider for maintenance with one month notice period.
- In case the source code along with other software/data of the entire website is required to be migrated from the current service provider to a new service provider/ representative as informed by BIRD, the same would have to be provided to BIRD/new service provider. Furthermore, the current service provider/contractor will handhold/facilitate/knowledge transfer for migration activity with new service provider, whenever the same is asked for by BIRD.

10. Period of Assignment

The initial assignment, i.e. contract, of the maintenance of the website will be for a period of 02 years. After AMC period of 02 years, subject to review of services, AMC may be extended further on yearly basis on same terms and conditions. However, BIRD will have the option to terminate the contract with one-month notice period. On the expiry or early termination of this contract, the contractor must hand over the source code along with other software/data of the entire website to BIRD (or any new vendor engaged by BIRD).

11. Payment

Payment will be made on quarterly basis after completion of each quarter with satisfactory service. Payments would be subjected to tax deduction at source (TDS) as per the statutory requirement.

12. Period of bid validity

The Bids shall be valid for a period of 90 days from the closing date for submission of the bid.

13. Signing of Contract

The contractor shall be required to enter into a contract with **BIRD (Annexure-II)**, within 07 days of the award of the bid or within such extended period, as may be specified by **BIRD**, on the basis of the Bid Document.

14. Purchase of non-judicial stamp paper

The cost of such stamp paper is to be borne by the successful Vendor/Contractor. The agreement needs to be stamped as per latest provisions of the applicable Stamp Act.

15. Right of BIRD to accept or reject the bid

- **BIRD** reserves the right to accept/reject any or all offers submitted in response to this without assigning any reason whatsoever.
- **BIRD** reserves the right to short-list the Contractor based on the requirement of **BIRD** may call Contractor for a presentation or otherwise before an evaluation committee, at Contractor cost.

16. Governing Law and Disputes

- The RFP and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.
- All disputes or differences whatsoever arising between the parties (i.e., **BIRD** and the contractor) out of or in relation to the construction, meaning and operation or effect of this Bid Document or breach thereof, shall be settled amicably. If, however, the parties, as above, are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties, as above. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Lucknow, India.
- The contractor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by **BIRD** or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained.
- The venue of the arbitration shall be Lucknow, India.

17. Force Majeure

- In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labor trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented.
- Decision of **BIRD** this regard shall be final and shall not be questioned in arbitration or other legal proceedings.

18. Limitation of Liability

- Notwithstanding anything to the contrary elsewhere contained in this RFP, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative, or consequential damages.
- However, the foregoing shall not include any loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.
- Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the aggregate liability of contractor under the Agreement shall not exceed the amount of Professional Fees actually paid by **BIRD**.
- Provided, that aforesaid limitation of liability shall not be applicable in respect of claims arising as a result of infringement of Intellectual Property Rights of a third party.

19. Other provisions

19.1 Jurisdiction

Place of jurisdiction for disputes arising from or in connection with this Agreement or subsequent individual Agreements based thereon shall be Lucknow (Uttar Pradesh), India.

19.2 Severability

If any term or provision of this Agreement is or becomes legally ineffective, in whole or in part, the validity of the remaining provisions shall not be affected thereby. In such case, the parties hereto shall agree on a legally admissible provision that comes as close as possible to the economic purpose of the legally ineffective provision; the same shall apply mutatis mutandis to any omission from the Agreement.

Annexure I

(No financials to be mentioned in this)

SN	Particulars	Details
1	Basic:	
	a) Firm's Name	
	b) Date of Incorporation	
	c) Corporate Office Address	
	• Contact Person	
	• Phone No.(landline/Mobile)	
	• Fax No.	
	Email address : Contact person in Lucknow :	
2.	Turnover:	
	• Turnover for last 3 years (In lakhs) 2023-24 2022-23 2021-22	
3.	Technical:	
	a) <i>Please provide details relevant only to website service</i>	
	• No of Technical Staff in Hardware Area	
	• No of Technical Staff in Software Area	
	• No of personnel for designing	
	• No of personnel for digital media	
4.1	Total number of clients handled	
4.2	Most important 3 clients handled	
	Client Name: Website URL:	
	Client Name: Website URL:	
	Client Name: Website URL:	

Signature of contractor with seal

Annexure II

AGREEMENT (on ₹ 100/- stamp paper)

AGREEMENT FOR MAINTENANCE OF CLIMATE FINANCE KNOWLEDGE
WEBSITE
(<https://climatefinanceknowledge.nabard.org>)

This Agreement is made at Lucknow on this the ---- day of 2024.

BETWEEN

Bankers Institute of Rural Development, a society registered under Societies Registration Act, 1860 and having its office at Sector H, LDA Colony, Kanpur Road, Lucknow – 226012 (Uttar Pradesh), hereinafter referred to as “BIRD” (which expression shall, unless repugnant to the context or meaning thereof, mean and includes its successors and assigns) **OF THE FIRST PART.**

AND

M/s. _____, India, hereinafter referred to as the "Contractor" (which expression shall, unless repugnant to the context or meaning thereof, mean and includes its successors and assigns) **OF THE SECOND PART.**

Whereas BIRD is a premier organization involved in training, research and consultancy, particularly in the area of agriculture and rural development banking.

Whereas M/s _____ has expressed its intention, in terms of their Letter Ref. No. _____ dated _____ 2024, for providing services to BIRD for Maintenance of Climate Finance Knowledge website (<https://climatefinanceknowledge.nabard.org>).

BIRD hereby awards the work of Maintenance of Climate Finance website for the period ../.../2024 to ../.../2026.

The terms and conditions mentioned, hereinafter, are confirmed as having been agreed to between the respective parties as under:

1. Scope of Work

The Contractor agrees for Maintenance of Climate Finance website (<https://climatefinanceknowledge.nabard.org>) as per scope of work mentioned in our letter ref. no., dated 2024 and RFP dated 2024. The broad areas of responsibility for the contractor are as follows:

- 1.1 Checking the Security of the website at regular intervals and submitting the reports periodically.
- 1.2 Backing up website contents in locally connected medium.
- 1.3 Updation of plugins/SSL as per requirement.

- 1.4 Coordination for security audit/VAPT as and when needed as advised by BIRD/NABARD.
- 1.5 Fixing the vulnerabilities, if identified during the VAPT. Fixing the vulnerabilities is under the scope of work and the contractor is responsible for resolving all types of vulnerabilities (related to the Security of the website and as advised by BIRD/NABARD)
- 1.6 Fixing Vulnerability within 30 days of notice or as per dates indicated in Security Assessment Report/ any reports post VAPT (Vulnerability Assessment and Penetration Testing) or any other tests as undertaken by BIRD/NABARD or any other agency from time to time.
- 1.7 Adding Notices, Tenders and documents in respective sections.
- 1.8 Assisting in any walkthrough or data integration process whenever asked by BIRD or services provider authorized by BIRD/NABARD.
- 1.9 Updating Sitemap
- 1.10 Bug Fixing
- 1.11 Maintenance of Static page information
- 1.12 Uploading Content as per requirement(Content will be provided by BIRD)
- 1.13 Content Modification on the existing website
- 1.14 Support for any functional problem of any module of website
- 1.15 Website should be regularly checked for Security vulnerabilities and should be updated regularly.
- 1.16 Updation would include regular upgradation of news, data, reports, tender announcements, recruitment and other relevant information etc., on daily, weekly, fortnightly, or monthly basis as may be required.
- 1.17 Web promotion shall be a part of this activity and shall include activities such as search engine registration and linking to related websites home page improvements etc.
- 1.18 Static/Dynamic information updation (as and when required).
- 1.19 Maintenance & Checking for dead links of static pages.
- 1.20 Accepting bugs and minor changes and providing the solution.
- 1.21 Link updates, uploads, replacement and addition of content and links and other related work.
- 1.22 If BIRD develops any web portal, module or application by any contractor, contractor will have to provide necessary support to integrate that web portal, module or application to website. Contractor will have to coordinate with concerned contractor as and when required.

- 1.23 Provide necessary training to BIRD nominated officer to manage website as needed by BIRD.
- 1.24 Participate in the quarterly review meetings as and when conducted by BIRD.
- 1.25 Providing technical data of website and other information to BIRD/NABARD as and when asked for.
- 1.26 The Contractor agrees to perform corrective/ preventive maintenance of website (<https://climatefinanceknowledge.nabard.org>) for a period of two years i.e. .../.../2024 to .../.../2026 as per the terms and conditioned in our letter ref. no., dated .../.. /2024 and RFP dated 12 August 2024. The corrective maintenance work shall encompass the correction of complaints lodged by BIRD which shall include changes in code of website to ensure its smooth functioning (herein after referred to as “corrective maintenance”). The preventive maintenance work shall encompass ensuring safety of the website from external threats i.e. hacking, malware, spyware, etc. (hereinafter referred to as "preventive maintenance").
- 1.27 The Contractor shall ensure 24 * 7 * 365 days availability of website over the Internet.
- 1.28 The Contractor will provide copy of the source code along with other software/data of the entire website if required. In case it is decided by BIRD/NABARD to migrate the current website, the contractor will be liable to undertake all related activities on the same. The contractor will handhold/facilitate the migration activity with new service provider, whenever the same is asked for by BIRD. The ownership of all source code of website/ software used for the purpose of maintenance of website would rest with BIRD and the contractor will share the same on immediate basis whenever asked.
- 1.29 Any other related work on the advice of BIRD.

1 (A) Maintenance Requirements

The website may need to be updated every day between 9 AM and 6 PM with some development related news, announcements, data dissemination and such other information. Sometimes it may even have to be updated on holidays. The hosting of information in all cases has to meet the prescribed deadlines. Maintaining strict confidentiality till the document is published and publishing them at the notified time are absolute prerequisites.

The contractor is expected to maintain the complete website. The website management will include any content update, upload or any minor or major change in website.

1 (B) Service Requirements:

- Website Monitoring** : Website to be monitored 24*7*365 days
- Website uptime** : 100% uptime availability of the website when network is available.
- Troubleshooting** : The contractor will provide immediate support and assistance in the event of any disruption in the Services being provided by the contractor. The manner and time frame for troubleshooting and the timelines for the resolution of the problems will be as follows:

Troubleshooting & resolution times priority	Priority Definition	Mean Time to Assist (MTTA)	Mean Time to Repair (MTTR)
Medium	Partial/Intermittent service interruptions –e.g. System, N/W performance degraded but still functioning	30 Minutes	4 Hours
Low	All changes requests, upload	1 Hour	2 Hours

2. Data Ownership

- 2.1 The website is hosted on a server provided by National Bank for Agriculture and Rural Development (NABARD). The ownership of the entire data of Climate Finance Knowledge website, in all forms (including text, data, graphics, animations, audio/video content, etc.) will rest only with BIRD even if the service provider facilitates hosting the content on the website on a server owned by the service provider.
- 2.2 Similarly, the ownership of all source code of website/ software used for the purpose of maintaining/developing the content of website would rest with BIRD.
- 2.3 BIRD reserves the right to change the service provider for maintenance with one month notice period.
- 2.4 In case the source code along with other software/data of the entire website is required to be migrated from the current service provider to a new service provider/

representative as informed by BIRD, the same would have to be provided to BIRD/new service provider. Furthermore, the current service provider/contractor will handhold/facilitate the migration activity with new service provider, whenever the same is asked for by BIRD.

3. Time of performance

- 3.1 Complaint lodged by BIRD to the Contractor should be resolved within 4 hours of receipt. Any deviation from stipulated time must be reported along with issues observed.
- 3.2 For down time beyond the permissible time i.e. 4 hours, penalty at the rate of Rs. 500/- per day will be charged. However, the amount of penalty shall not exceed more than 10% of amount of the Contract.

4. Service charges

- 4.1 Service charges, as per scope of work mentioned in our letter ref. no. dated .././2024, shall be paid to Contractor by BIRD for the services listed under **"Scope of Work"** in this Agreement.
- 4.2 These charges quoted by the contractor are expressed inclusive of all taxes related to onsite or off-site corrective or preventive maintenance or any other maintenance work.
- 4.3 The Agreement shall apply to the website and its components at their installation sites.
- 4.4 Separate payment will be made for any separate module developed/additional work, outside the scope of work as in this agreement, by the Contractor on request of BIRD, as per scope of work mentioned in our letter ref. no. dated/...../2024.

5. Terms of payment of service charges

- 5.1 The invoices shall be submitted by the Contractor to BIRD after completion of each quarter and payment will be made by BIRD to the Contractor subsequently.
- 5.2 The payments shall be made by BIRD to the Contractor within fifteen (15) working days from the date of receipt of invoice at site subject to deduction of penalty as to be computed for non-compliance of the performance as set out under this Agreement and other statutory deductions as applicable.

6. Liability and maintenance

- 6.1 In the event of the Contractor failing to perform the agreed works related to hosting support and maintaining completely or properly, BIRD shall immediately notify to the Contractor of the deficiencies in writing, and the Contractor shall immediately carry out inspection and remedy the deficiencies discovered during such inspection at its own expenses.
- 6.2 If the Contractor fails to comply with its duty to remedy defects, BIRD shall be entitled to forthrightly terminate the contract or at its option, it may set further extension of period for the purpose against such reduced rates as it may determine.
- 6.3 The Contractor shall be liable for damage caused by deliberate action or gross negligence

in the performance of this Agreement.

- 6.4 The service provider will not use any pirated or un-authorized software or tool for developing/amending the website during the entire period of contract.
- 6.5 Contractor shall be responsible for all the related passwords and should never disclose it any third party.

7. Terms of the Agreement

- 7.1 The Agreement shall come into effect from/.../2024 for preventive/corrective maintenance of the Climate Finance website (<https://climatefinanceknowledge.nabard.org/>) and shall continue up to .../..../2026.
- 7.2 BIRD's right to terminate the Agreement shall remain intact without assigning any reason. However, notice of termination must be in writing.

8. Governing Law and Disputes

- 8.1 A dispute shall not entitle BIRD or the Contractor to restrict or cease performance of the contractual duties or remittance of payments. The right to terminate the Agreement for cause shall remain intact.
- 8.2 All disputes or differences whatsoever arising between the parties (i.e., BIRD and the contractor) out of or in relation to the construction, meaning and operation or effect of this Bid Document or breach thereof, shall be settled amicably. If, however, the parties, as above, are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties, as above. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Lucknow, India.
- 8.3 The contractor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by BIRD or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained.
- 8.4 The venue of the arbitration shall be Lucknow, India.

9. Force Majeure

- 9.1 In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labor trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented.
- 9.2 Decision of BIRD in this regard shall be final and shall not be questioned in arbitration or other legal proceedings.

10. Other provisions

10.1 Jurisdiction

Place of jurisdiction for disputes arising from or in connection with this Agreement or subsequent individual Agreements based thereon shall be Lucknow (Uttar Pradesh), India.

10.2 Severability

If any term or provision of this Agreement is or becomes legally ineffective, in whole or in part, the validity of the remaining provisions shall not be affected thereby. In such case, the parties hereto shall agree on a legally admissible provision that comes as close as possible to the economic purpose of the legally ineffective provision; the same shall apply mutatis mutandis to any omission from the Agreement.

Signed, sealed and delivered

(Name.....)

(Designation)

For and on behalf of BIRD

In the presence of

1.

2.

Signed, sealed and delivered

(Name.....)

(Designation)

For and on behalf of the Contractor

In the presence of

1.

2.

Annexure III

Proforma for Bank Account Details/Electronic Payment

Details of Bank Account to be furnished by the agencies for effecting payment through ECS (e-payment)

Name and Address of the contractor / agency with phone nos and email ID

.....
.....
.....

Bank Account details

Sr. No.	Particulars	Details
1	Name of the account holder (as appearing in the Bank account)	
2	Account Number	
3	IFSC Code	
4	Type of account (Current / Savings)	
5	Name of the Branch	
6	Name of the Bank	
7	PAN Number	
8	GST Identification Number	
9	Mobile No.	
10	Email ID	

Signature with Seal

Encls.:- Please enclose following documents along with this sheet

1. One cancelled cheque leaf
2. Copy of PAN
3. Copy of GST Identification Number

Annexure IV

Letter of Authorization

(On Contractor's Letter Head)

Date: dd/MM/2024

To

The Director
Bankers Institute of Rural Development
Sector-H, LDA Colony,
Kanpur Road, Lucknow - 226012

Dear Sir

Maintenance of Climate Finance Knowledge Website

We _____ (Name of the Company) have submitted our bid for participating in BIRD's RFP dated _____ for Maintenance of website. We also confirm having read and understood the terms and conditions of the RFP as well as the scope of work and requirements.

As per the terms and conditions of RFP, we nominate Mr./Ms. _____ designated as _____ of our company to participate in the bidding process. BIRD shall contact the above-named official for any and all matters relating to the bidding process.

We, hereby, confirm that we will honor the proposal placed by Mr./Ms. _____ on behalf of the company in the bidding process. We agree and understand that BIRD may debar us from participating in future RFP/bids for failure of any kind on our part.

Signature with company seal Name: Company/Organisation:	Name of Authorized Representative:
Designation within company/ Organisation:	Designation of Authorized Representative:
Address of company/ organisation:	Signature of Authorized Representative:

Annexure V

Application Form

(On Contractor's Letter Head)

Date: dd/MM/2024

To

The Director
Bankers Institute of Rural Development
Sector-H, LDA Colony,
Kanpur Road, Lucknow - 226012

Dear Sir

Maintenance of Climate Finance Knowledge Website

We have gone through the Request for Proposal (RFP) dated 12 August 2024 and the details posted on the BIRD's website. We hereby submit our application for maintenance of website as per the terms and conditions specified in the RFP and to abide by the terms and conditions specified therein.

While submitting this Application, we certify that the information/data/particulars furnished in our application are factually correct.

If our Application is accepted, we undertake to start the work as per the job assigned by BIRD.

We understand that BIRD reserves the right to accept or reject any or all applications at any time without assigning any reasons.

We have not been blacklisted by BIRD or any other organization where we have worked. Further, if any of the partners/directors of the organization/firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any point of time, if our company/firm/and/or any of its partner/director is blacklisted by any organization, BIRD shall have the right to terminate the contract with us.

Yours sincerely,

Signature of Authorized person

Name and Designation of Authorized Person: [In full and initials]

Name of Company/Firm:

Address:

(Please affix rubber stamp of your company)

Price Bid

Name of the Firm: _____

SL	Particulars	Total Amount excluding GST (₹)
1	Maintenance of Climate Finance Knowledge Website (https://climatefinanceknowledge.nabard.org)	
2	Cost per man day for additional work	

Signature of contractor with seal