

List of categories where trials are allowed:

- Simulators
- Ship's propulsion machinery, radars and sensors, navigation equipment, communication equipment, RO plants, compressors, cranes, boats, Pilotless Target aircraft, pumps, dehumidifiers etc.
- Aircraft engine/generator/flight deck equipment/air conditioning system/radars
- Tank engine/ generator/ air conditioning system
- Bullet Proof Helmet, Bullet Resistance Jacket
- Drones
- All-Terrain Vehicles (ATV)
- **Communication Equipment for Defense:**
 - Radio Sets:**
 - HF/VHF/FM Manpack Radio
 - Vehicle Radio Set
 - Tactical Communication Systems:**
 - Software Defined Radio (SDR) Systems
 - VHF/UHF Tactical Communication Systems
 - Handheld Satellite Phones (e.g., Iridium)
 - Combat Net Radio (CNR) Systems
 - Satellite Communication Systems:**
 - Very Small Aperture Terminal (VSAT) Systems
 - Satellite Phones
 - Mobile Satellite Communication Systems
 - Command and Control Systems:**
 - Battlefield Management Systems (BMS)
 - Tactical Data Links
 - Encryption Devices (e.g., VINBAX)
 - Surveillance and Reconnaissance Communication:
 - Unmanned Aerial Vehicle (UAV) Communication Systems
 - Ground Control Stations (GCS) for UAVs
 - Remote Video Terminals (RVTs)
 - Electronic Warfare (EW) Communication:**
 - EW Communication Jamming Systems
 - Communication Intelligence (COMINT) Systems
 - Network Infrastructure:**
 - Field Deployable Communication Nodes
 - Tactical Communication Switches
 - Mobile Communication Shelters
 - Navigation and Positioning Systems:**
 - GPS Receivers
 - Navigation Systems for Vehicles and Personnel
 - Specialized Communication Equipment:**
 - Underwater Communication Systems
 - Special Forces Communication Gear
 - Mountain Warfare Communication Equipment
- Contamination Monitor

- Fiber Reinforced Plastic Boat with Motor (RIBs)
- Bukhari Improved Version
- Fire Fighting Equipment's as per DGQA specifications
- Victim Location System with Breaching System
- HDPE Boats
- Pontoon Boats
- Medical equipment
- **Engineering and Mining Equipment for Bomb Disposal Units:**
- Modular protection vehicles
- High Altitude Clothing including Snow Boots



**Request for Proposal
For
Designing and Maintaining NABARD Website**

**National Bank for Agriculture and Rural Development (NABARD)
Corporate Communications Department**
2nd Floor, 'C' Wing, C-24, 'G' Block
Bandra Kurla Complex, Bandra (East).
Mumbai - 400051. Maharashtra.
Ph: 022-26539282

Disclaimer

This Request for Proposal (RFP) for “Selection of Service Provider for Upgrade and revamp of website i.e. www.nabard.org at HO, Mumbai, Maharashtra” (hereinafter referred to as “Project”), is issued by National Bank for Agriculture and Rural Development (herein referred to as ‘NABARD’).

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither NABARD, nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed RFP for “Project”, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment at the sole discretion of NABARD. It does not purport to, contain all the information that a recipient may require for the purposes for deciding to participate in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed NABARD Project, the regulatory regime which applies thereto and by and all matters pertinent to the NABARD Project and to seek its own professional advice on the legal, financial, and regulatory consequences of entering into any agreement or arrangement relating to the NABARD Project. NABARD shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

NABARD shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of NABARD in selecting the Service Provider who qualifies through this RFP shall be final and NABARD reserves the right to reject any

or all the bids without assigning any reason thereof. NABARD further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

NABARD may terminate the RFP process at any time without assigning any reason and upon such termination NABARD shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

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SECTION I
TENDER NOTICE
1.1 Tender Notice

RFP reference No:

National Bank for Agriculture and Rural Development (NABARD) invites sealed tender bid from reputed experienced professional organizations for “Selection of Service Provider for revamp and Upgrade of NABARD Website” at HO, Mumbai Maharashtra. The prospective firms may download the tender document from the GEM portal/ Tender section of <https://www.nabard.org> and submission of bid may be done as per details provided in RFP.

For complete details & formats of this RFP, the bidders can visit <https://www.nabard.org/> or GeM Website. No brokers/intermediaries shall be entertained. NABARD reserves the right to reject any/all applications without assigning any reasons whatsoever.

Note:

1. The detailed timetable for the various activities to be performed in tendering process by the tenderer for quoting their offer is given in this tender document under "Invitation for Bids" section or GeM portal. Bidder should carefully note down the cut-off dates for carrying out each tendering process/activity.
2. NABARD takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time. Therefore, bidders are encouraged to submit their proposals and complete the process at least 3 days prior to the deadline. The tenders must follow the timetable of tendering process and get their activities of tendering process done well in advance to avoid any inconvenience due to unforeseen technical problems, if any.
3. In any event NABARD will not be liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, including all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.

4. The service providers must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information
5. NABARD will not be responsible for any incomplete activity of tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
6. All costs and expenses (whether, in terms of time or money) incurred by the service providers in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by NABARD, will be borne entirely and exclusively by the service providers.
7. All bids (Technical & Financial) must be submitted at the same time within the time period specified above.
8. The bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
9. No further discussion/interface will be entertained with service providers whose bids have been technically disqualified.

SECTION II

INVITATION FOR BIDS

2.1 Invitation for Bids

NABARD hereby invites Proposals from reputed, competent, and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the “Selection of Service Provider for revamp and Upgrade NABARD Website” at HO, Mumbai Maharashtra as detailed in this RFP document.

The complete bidding document shall be published on GeM Portal or <https://www.nabard.org/> for the purpose of downloading. If hard copy has to be supplied, remittance of Rs.1,000/- (Rupees One thousand only) has to be paid into NABARD's Account (details given below) and UTR number for this transaction must be furnished. The downloaded bidding document shall be considered valid for participation in the bidding process subject to the submission of required tender/ bidding document fee through Online mode only.

Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Note: -

I. Earnest Money Deposit: - Remittance of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only) to NABARD's Account (Account details is given below). The UTR number for this transaction must be indicated in the Bid Document.

OR

II. Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in Annexure-IV.

III. The option of submitting EMD as Bankers Cheque / Demand Draft / Pay Order is not available.

IV. In case of any doubts / information / difficulty regarding the tender or tendering process, bidders are requested to raise their queries only through GeM Portal, The response to the queries will be only responded on GeM Portal. No telephonic /email

queries will be entertained thereafter. The summary of details regarding this invitation of bids are listed in the table below:

Sr. No	Items	Description
1	RPF reference Number	
2	Name of the Project	Selection of Service Provider for revamp and Upgrade NABARD Website
3	RPF Download Start/End date & time	To be Notified on GeM Portal
4	Last date to send in requests for clarifications	All the queries should be received on or before 12/06/2025 @ 05:00 PM Hrs, through only GeM Portal.
5	Last date (deadline) for submission of bids.	To be Notified on GeM Portal
6	Date Time and Place of opening of Technical Proposals	To be Notified on GeM Portal
7	Date Time and Place of opening of Financial Proposals	Can check results in GeM Portal
8	Earnest Money Deposit (EMD) to be paid in form of Bank Guarantee	Rs. 3,50,000 /-
9	Performance Bank Guarantee (PBG) from Nationalized Bank	An amount equivalent to five percent (5%) of the contract price valid up to 2 month's post end of contract.
10	Bid Validity Period	180 days from the last date (deadline) for submission of bids.
11	Contract Period	The contract will be for a period of 5 years and 6 months subject to review every year and will be extended further on mutually agreed terms on a yearly basis for a maximum period of another 2 years.
12	Contact Details	Shri. P. Buruslin Mento, AGM Corporate Communications Department, Head Office, National Bank for Agriculture and Rural Development, Mumbai, Maharashtra

NABARD Account details for Earnest Money Deposit:

Particular	Details
Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Bank Name	NABARD
Branch Name	HEAD OFFICE, MUMBAI
IFS Code	NBRD00000002
Account Number(VAN)	NABADMNo7

SECTION III

SCOPE OF WORK

3.1 Introduction

National Bank for Agriculture and Rural Development (NABARD) is a premier development financial institution established under an Act of Parliament viz. NABARD Act, 1981, as a body corporate having its head office in Mumbai. It has a pan-India presence with 30 Regional Offices and about 420 district development offices. NABARD also has four training establishments for training its own staff and partner agencies and other setups in different cities across India. It has a mission of promoting sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology and institutional development for securing prosperity.

3.2 Scope of Work

3.2.1 Revamping and Maintaining NABARD Website

The service provider will be required to take over the current website and maintain until the new website is launched. The selected Service Provider shall re-design, develop and maintain NABARD's website which must support responsive web design and multi-channel rendering of contents and applications on smartphones, tablets, desktops without duplication of code or logic with visually attractive and easy to navigate.

NABARD reserves the right to amend/ add/ delete/edit any of the following items of the scope of work at the cost of the bidder which shall be binding on the bidder.

Broad scope is to take over, redesign, develop, implement and maintain NABARD website and content management application with Multi-lingual support (all 22 Official Language).

Once the tender is awarded to the service provider, they shall place an experienced professional support staff in NABARD's Head Office within 7 days of awarding, who will be available on all working days of NABARD for coordination, support and maintenance of the website.

3.2.2 Background

The Service Provider would provide end-to-end managed services for development and maintenance of website, The objective of the website is to ensure the following:

1. Providing easy, anywhere and anytime access to NABARD website and its Services 24x7x365.

2. Migrating all existing pages of the website into the revamped website.
3. Introduce new features, functionalities, modules, and workflows.
4. Visually Attractive User Interface (UI) & User Experience (UX).
5. Enhanced Search Capability & Information Architecture.
6. Enhanced Content Strategy & User Engagement.
7. Uniformity across website while ensuring scalability.
8. Information dissemination as provided under in under RTI.
9. Providing the contact detail of the NABARD's all Department and Regional Offices.
10. Providing the status of various projects undertaken by NABARD.
11. Platform of interaction between NABARD and public at large.
12. The service provider will ensure all necessary compliance and certification like GIGW 3.0, STQC ,DBIM 3.0, W3C and WCAG 2.1 level AA guidelines from Government of India or its authorised/ empanelled agencies.

3.2.3 Components

The website shall be revamped within a period of maximum 180 days or earlier, it shall be followed by 01 year warranty post go-live and after expiry of warranty period an Operations and Maintenance (AMC) support for 4 years will be provided by the service provider. From date of signing of contract, the successful Service Provider will take over and handle the existing website and its microsites(Annual Report, GBM website, Grievance Portal and Publication Warehouse), which are currently deployed in NABARD's server and will provide maintenance support, till the revamped website is finally launched. The successful Service Provider is also expected to perform necessary compliances like STQC, Accessibility Audit, GIGW 3.0 etc and also train NABARD Officials as per NABARD's requirement.

SrNo	Particular	Timeline
1	Development of the Project (maximum)	06 Months
2	Warranty Period after go-live	01 Year
3	Annual Maintenance Contract	04 Year
	Total	05 Year 6 Months

3.2.4 Design and Development of Website/ Portal

Proof of Concept: The Bid-submitting agency shall submit a detail project plan with the bid including the following:

- a) Project Organization and Management Plan

- b) Design, Development, Data Migration, Deployment and Testing plan
- c) Pre-commissioning, Operational and User Acceptance Testing Plan
- d) Delivery and Installation Plan
- e) Training Plan
- f) Risk Management Plan
- g) Operations and management plan
- h) Task, Time, and Resource Schedules
- i) Technical Support Plan and Escalation Matrix.

Wireframes and Prototypes: Bidder shall submit wireframes or prototypes for critical pages (e.g., homepage, grievance portal, publication warehouse etc) as part of the technical bid with above proof of concept. Without this bid will not be considered for evaluation of the technical bid.

3.2.5 Scope of Content

NABARD website will be the primary source of information for the Citizens and other stakeholders. It is thus important that comprehensive, correct and up to date information is made available over the portal. NABARD website will have following type of contents.

A) Primary Content

Primary content shall be original content that is; the site caters to the needs of a variety of visitors comprising government officials, bankers, financial professionals, research scholars, research organizations, print and electronic media, NGOs, community-based organizations, farmer collectives, college students as well as common persons.

This will include information about the NABARD, various details, schemes & programs of the NABARD, documents, form however not limited to these only. The information shall be collected by the successful service provider from the NABARD Office within one week of the date of Work order.

B) Secondary Content

Secondary content is generated from the assortment, packaging of primary content to suit the requirement of different audience, events and occasions examples of such content are advertisements/banners/spotlight/media gallery/related sites. Mechanism to ensure that all outdated announcements are removed from the website or moved to archive.

C) Tertiary content

Tertiary content to provide supplementary information that enhances the primary and secondary content on the website. This includes FAQs, glossaries, user guides, policies

and additional resources that support user understanding and engagement. It ensures comprehensive coverage of topics, aiding users in navigating and utilizing the website effectively.

3.2.6 General Requirements

Services: NABARD envisages providing multiple services to the stakeholders through the portal. These will include:

1. **Complaint Management:** Should have options for registering complaints/grievance/feedback online. Citizen Complaint – it should be Bilingual, Printable with Logo & as a letter head, email facility, Report generated.

The entire grievance/ complain management needs to be revamped as a separate sub-website where the visitor can register his/her grievance into the portal by providing details as per format. On submission it will generate a reference number which the user can use to track down the progress related to the complain.

An internal complain management dashboard shall be built to track, manage, forward inter-departmental, dispose the complain and compliance received including provisioning of analytics and MIS-report.

2. **Search:** Citizen and portal users should be able to search within portal. The portal should provide metadata and full text search based on search functionality/ For providing search functionality the Portal should comply within defined processes for defining metadata, managing metadata schema changes and master data changes. Search must allow the archived content to be included (or excluded). Advanced search facility based on multiple filters should be provided. Search option should be Multi-lingual.

3. **Digital Asset Management:** NABARD wishes to create a centralized repository where all external published documents (Published outside NABARD) are available at a Single Click. External Publications like Newspaper clips, Article Published in External magazine or coffee table book, Screenshot of Retweet, Tagging, Comments of Honourable Dignitaries, VVIP's, Credible Institutions of National and International level with respect to NABARD, Radio Announcement, Comments, weblinks, Blogs to be catalogued in an organized manner. Uploading of these documents by the user will have options to make it visual to public or contain in form of internal with standard protocols and specification.

Publication Warehouse: NABARD has an existing publication warehouse (an internal web portal) which contains internal and external publications prepared by NABARD. This sub website portal is to be revamped and upgraded featuring recently published,

category of publication, publication summary, multi-optional search features like search by name, date, size, department, office/department etc.

These above both Digital Asset Management & Publication warehouse should have translation services one will be able to view the translated document of the uploaded content.

4. **New Modules/Features:** To make NABARD's Website more user interactive, NABARD has decided to introduce new modules into the website, which must designed and incorporated into the project. The list of features is listed as follows:

- **E-LMS:** Featuring as knowledge hub for NABARD, BIRD Lucknow website to be hyperlinked in the primary website where the visitors can visit the website for educating themselves.
- **Key Facts:** – It will highlight top 5-7 Key achievement of NABARD or its ventures in a financial year in a very concise manner.
- **Mobile App** – A mobile App for NABARD will be a progressive mobile app which will be developed to feature the Major Notification, Circular, Publication, Reports, Events, Media, Speech, Latest Achievement, Livestreaming of designated official's meetings and webinars.
- **Chatbot** – NABARD has an in-house AI-powered chatbot, which needs to be customised to feature on NABARD's revamped website. The customized digital virtual assistant, named "Vidya" or 'can be changed later' will be featured as a minimized floating icon that expands upon visitor interaction. The chatbot will be connected via an API provided by NABARD. The selected agency is expected to coordinate with the officials or assigned personnel to implement the chatbot services effectively.
- **Calendar:** Yearly Official Wall/desk Calendar designed and published by NABARD, will be available for the visitor's in PDF downloadable format.
- **Legal Framework** – NABARD's website should prominently feature a "Legal Framework" tab which must contain all relevant documents related to the topic with copy of the document to be featured with option to download in PDF.
- **NABARD's History & Milestones** - NABARD wishes to feature its historical achievements and milestone on its website since inception of NABARD, this historical timeline is proposed to be infographic in style with caption of the key achievement for the year

- **Previous Chairman** – The website should Include the previous chairman’s details possibly with their photograph, tenure, and short detailed description of the chairman’s tenure.
- **Chairman's Memorial Lecture/Speech/ Media Interaction** – Chairman NABARD speech, media interactions, lectures must be featured in high quality for the visitors in its respective section with caption and metadata.
- **Chairman's quotes** – Chairman in his interactions at various platforms shares his valuable thoughts and views, these quotes must be framed in most interactive manner which will be featured in homepage of the website and social media handles.
- **Text to Speech Features** – The website should have feature of Text to speech option at least in English & Hindi language, which complies with World Wide Web Consortium (W3C), Web Content Accessibility Guidelines (WCAG) 2.1 level AA. This will enable people with visual impairments access the website using assistive technologies, such as screen readers. The information of the website is accessible with different screen readers.
- **Multiple Language Support** – As per notification of Government of India, there are 22 scheduled official languages, the website should have a feature that will provide option to view the website and its contents in all 22 official languages.

5. **Sub-Website:** Existing modules on the current website including Project locator, Infographics, Career, Student Internship Scheme, Grievance/feedback, Circular, Publication Warehouse, Financial Reports, Case studies, and others to be redeveloped utilizing the existing data in the project itself. Publications shall be presented in creative format, which contains information in infographics style with feature to read the content in summarised manner.

- The Service provider shall be capable of integration of NABARD’s pre-existing or other applications to the project using Application Programming Interface (API) to display specific customized output in public domain (for e.g. project status).

Change Management Process- Post Go Live

- NABARD may, depending on its strategic and business requirements, decide to make modifications, alterations and additions from time to time to the Project. In such an event, NABARD shall provide a detailed proposal or scope of work to the Service Provider specifying such requested changes (“Change Request”).

Service Provider shall evaluate each Change Request. The rates and charges payable for executing the Change Requests shall be determined on basis of man-days cost. Based on this calculation, the Service Provider shall submit to NABARD, a written response for such Change Request within 3 (three) Business Days following receipt thereof (“Change Request Response”).

- Service Provider’s Change Request Response shall include a statement of the availability of the Service Provider’s personnel and resources, as well as any impact the proposed changes will have on the Contract Price, Deliverables of this RFP or the Contract, as the case may be. NABARD, if necessary, through a designated committee, may use its reasonable efforts to accept, reject, or propose modifications to each such Change Request Response within 15 (fifteen) Business Days following receipt thereof. The Service Provider shall agree to co-operate with such committee and furnish any further information as may be required by the committee to accept, reject or propose modifications to the Change Request Response.
- Any Upgrade or Enhancement in relation to the Solution or any Services required to be rendered by the Service Provider shall not be deemed to be modifications, alterations and additions to the Project requiring a Change Request to be made by NABARD. All Upgrades, Enhancements and Services shall be undertaken by Service Provider at its own cost, as per the terms hereof.
- Since the Contract Price is determined mutually by parties, any payment to be made for any Change Request will be determined on basis of man-days cost.

6. **Content Management:** Content Management Module – Updating content to be centralised. An experienced qualified professional from the successful service provider’s company will be required to be placed in NABARD, Head office to manage the daily updates and up-keep of website. Contents must be in Unicode format. Content Management System should have following features or capabilities:

- Content Authoring, Publishing, Delivery, Content Storage Management, Content exit and Archival
- Should have preconfigured generic templates and workflows for the content management Distributed authorship of portal content across divisions.
- Separation of content from presentation, which allows authors to focus on content rather than web design.
- Management of revision, approval, publishing and archiving processes in an easy and automated manner.

- Centralized template management for consistency within portal.
- Content repurposing for different audiences and different interfaces.
- Facilitated metadata generation and management, which enables effective content discovery.
- Content storage management of all types of content; text graphic, audio, video etc.
- In context contribution, purview, updates and approvals.
- Email notifications for automated content edits and reviews.
- Native content conversion to web formats.
- Both dynamic and scheduled publishing models.
- CMS should be able to generate content feeds.
- CMS should be able to be integrated with any workflow systems, which supports e-forms.

7. The service provider shall integrate with Website Analytics tools for real-time tracking of user behaviour, traffic sources, and content performance.

3.2.7 Feedback: Should have options for online filling the feedback form. Necessary field such as contact detail i.e. Name, address, City, Pin code, State, e-mail, Phone no. & Comment Box should be available It should be Bilingual, Printable with Logo & as a letter head, e mail facility, Report generated.

Scope of Work(Development) Summary:

SrNo	Particulars	Category
1	Primary/ Secondary/ Tertiary content	Revamp & Upgrade
2	Reports/ Publications/ Project Locator/ Infographics	Revamp & Upgrade
3	Case studies/ Success Stories/ NABARD in News	Revamp & Upgrade
4	NABARD's History/ Milestones/ Key Facts	New Initiative
5	Chatbot/ E-LMS/ Text to Speech/ Calendar	New Initiative
6	Multiple Language Support/ Legal Framework	New Initiative
7	Previous Chairman/ Chairman's Lecture/Speech/	New Initiative
8	Chairman Media Interaction/ Quotes	New Initiative
9	Use of AI for summary of publications/ Translation	New Initiative

3.2.8 Outlook: The website shall allow choice of themes, skins, pages and page layout. Here Themes means light/ dark/ gray scale / colours in existing website, Any colour required as per Government of India guidelines & Compliances like STQC,

Accessibility Guidelines, GIGW, DBIM and any other if required by NABARD in future.

3.2.9 Technical Requirements

1. The ownership of entire data hosted in NABARD's corporate website, in all forms including text, data, graphics, animations, audio/video content, etc., rests only with NABARD. The selected service provider is expected to have capabilities to create Contents related to website like Text, Visual and Audio-Visual, Images and anything else specified by NABARD in future.
2. Similarly, the ownership of all source codes of software used for the purpose of hosting the content on NABARD's corporate website would rest with NABARD.
3. Copy of the source code shall be submitted to NABARD for maintenance in repository on an annual basis or when there is major change/ update.
4. NABARD reserves the right to change the service provider for development or maintenance of the project with one-month notice period at any point of time.
5. Hence the source code along with other software/data required to migrate the entire website from the current service provider to another would have to be provided to NABARD whenever the same is asked for by NABARD.
6. Website should be developed with nabard.org extension.
7. The website will be hosted in-house NABARD servers. The service provider should develop the website to be compatible with the following software development stack prescribed by NABARD:

Operating System	Windows
Type of DB	Relational
Database	MS SQL Enterprise Edition
Web Server	Apache / J Boss
Frontend	Any Latest Modern Technology (e.g., React, Angular)
Backend	Any Latest Modern Technology (e.g., Node.js, Spring Boot)
Hypervisor Compatibility	AVH on Nutanix Platform

8. The Virtual Server will be created on Nutanix Platform as per the configuration mentioned by the service provider. The service provider is required to mention the Server Configuration details including number of Cores, RAM and Storage Space required for each VM, App and DB Servers separately. NABARD will

ensure Server along with Windows Server OS license and Anti-Virus security license. The service provider needs to buy licenses related to application and DB software.

9. The project (website) that will be built by the selected service provider shall be hosted in-house servers of NABARD as specified above but it must be ensured from future perspective that it shall have the possibility to migrate to cloud or hybrid environments. Ability to deploy the platform on containerized environment is preferred.
10. Web pages are displayed in HTML format with scope for links to details wherever available.
11. The Service Provider shall ensure proper version control, which should be in place for managing source code and track changes.
12. The Service Provider will provide all licenses that should be compatible with Nutanix server.
13. Material is sent in MS-word, MS-Excel (charts & tables), .pdf, etc. The display is in html/pdf and excel formats. Photographs are sent in JPEG or other formats. Videos are sent in MP4, AVI or WMV formats. Tables and accounting related data are maintained in MS-Excel format.
14. The bidder shall ensure the following without any failure:
 - Uptime:** Minimum 99.9% uptime for the website.
 - Response Time:** Maximum 4 hours for critical issues, 8 hours for non-critical issues.
 - Resolution Time:** 24 hours for critical bugs, 48 hours for others.
 - Page Load Time:** Maximum 3 seconds for 95% of pages under normal conditions.
15. Website should run independent of IP Address i.e. IP Addresses should be not be hard coded in the source code/configuration.
16. Websites should be IPv6 compliant.
17. Website should be able to open in all six ways. for example
 - a) <https://www.nabard.org>
 - b) <http://www.nabard.org>
 - c) www.nabard.org
 - d) [https:// nabard.org](https://nabard.org)
 - e) [http:// nabard.org](http://nabard.org)
 - f) nabard.org

18. Website should be running on SSL i.e. http request should automatically get redirected to https.
19. Website should be compatible to run on multi server environment for load sharing (if required)
20. Website should be compatible for accessibility from any device, any Operating System and any browser.
21. Platform used for Website such as OS, DB, Java, etc. software should be minimum N-1 where N is the latest version prevailing.
22. CAPTCHA should be present for web pages with form field such as feedback form.
23. Logging to be enabled for Web Server / DB Server.
24. Password should not be hardcoded in any website configuration files or stored in plain text.
25. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
26. Website should be in compliance with below standards:
 - e-Governance Standards of Government of India:
 - a) Technical Standards for Interoperability Framework for e-Governance (IFEG) in India Version 1.0
 - b) MDDS- Demographic Standards
 - c) Character Encoding
 - d) Standard Font.
 - e) Policy on Open Standards for e-Governance
 - Framework for Mobile Governance
 - SMS / Mobile Gateway established by CDAC may be used.
 - e-Governance standards of Government of India (egovstandards.gov.in)
 - Guidelines of Indian Government Website (GIGW 3.0)
 - WCAG 2.1 level AA, W3C
 - STQC certification
 - Digital Brand Identity Manual 3.0
 - The Digital Personal Data Protection Act 2023
 - The website must comply with Rights of Persons with Disabilities Act 2016, rules notified through gazette notification dated 15th June 2017 Chapter VI, Rule no 15 & 16. and Accessibility Audit certification from Government of India empanelled agency will only be considered.

- For development of Multi-lingual website like English/Hindi standard words which are frequently used is available on <https://rajbhasha.gov.in> website
- Be able to operate on various Operating Systems like Windows, LINUX, MAC etc.
- The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user
- The selected service provider shall integrate the services of "Bhashini," a tool developed by MeitY, Government of India, for translating website content into all 22 official languages and transcribing videos and speeches of dignitaries published on the website.
- Any costs incurred for availing Bhashini's services shall be paid by the vendor to Bhashini as per the actual billing amount. These costs can be claimed by the service provider when submitting bills to NABARD, accompanied by original supporting documents.
- In view of the above point, the service provider shall not claim any additional services or management fees beyond the actual bills provided by Bhashini for its services.

3.2.10 Training & Hosting of Website:

- ❖ Detailed description of the developing team needs to be shared by the Service Provider company prior to starting the development of the website.
- ❖ Any Training or handholding that would be required for this project will be provided by the Service Provider without any additional cost and travel/lodging expenses, etc. of the Service Providers's representatives will be borne by the developer/Service Provider organization. It will be mandatory to provide training manuals or documents to NABARD and their officials by the Service Provider. The training will be held in NABARD office in Mumbai/ Regional office/ Training centres.
- ❖ Training shall be conducted whenever notified by NABARD to the service provider, to conduct training session for the target personals (eg: NABARD staff, content managers, consultants, regional office staff) where training can be in any format (in-person, virtual, self-paced e-learning) for 2 to 5 days.
- ❖ Intellectual Property Rights (IPR) of the source code will vest solely with the NABARD. However, such a system will not be allowed to misuse by quoting same project or sub-sections of this project to other departments or Regional

Offices of NABARD, As Corporate Communications department, NABARD may provide the same free of cost to other Departments or Regional Offices of NABARD.

- Hosting of Websites, use of Official Email IDs and other Cloud based services and compliance with security audits norms specified by Government of India. Use of private email IDs of officials is strictly prohibited for feedback, comments, etc. private email IDs of official will not be provided.
 - Adoption of Technical Standards for Interoperability Framework and other standards published by Government of India.
- ❖ Level 0 Check to be complied by the developer for GIGW compliance and address Top-10 vulnerabilities as per OWASP.

3.2.11 Back-up and audit of website

- a. The service provider will be responsible for adopting secure development practice which prevents the project from hacking, phishing or such related events.
- b. Each service provider should prove his ability to provide the following technical services/ meet the technical expectations in a clear manner in the same sequence as specified below:
 - i. Should have expertise in configuring, installing and maintaining licensed software required for proper hosting of website with latest anti-virus with all critical updates to be installed in the server.
 - ii. All software should be regularly patched/updated.
 - iii. The service provider should use SLA metric for back-up and maintenance.
 - iv. Service provider should have a governance structure in place to report to NABARD's team on daily, weekly and monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status.
 - v. Service provider should do 24X7X365 security monitoring of NABARD's website applications developed by them (coding point of view) to detect attacks and alert about suspicious events that may lead to breach of security.
 - vi. NABARD shall conduct disaster recovery drills from time to time, which shall be supported by the service provider whenever notified by NABARD, during the contract period.

Vulnerability Assessment and Penetration Testing

- vii. NABARD regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the project. The Service Provider shall make

suitable changes as per the recommendations emerging from VAPT within the contract period at no additional cost to NABARD, it is also expected from the service provider that they will coordinate with the stakeholders during the process and the vulnerabilities so identified may be fixed by the Service Provider within the predefined timeline as follows:

Sr. No.	Severity	Impact	Resolution Time	Penalty
1	Critical & High category Vulnerabilities	Exploitation could result in elevated privileges. Exploitation of the vulnerability likely results in root-level compromise of servers or infrastructure devices. Exploitation could result in significant data loss or downtime.	Within 1 (One) days of intimation	Payments for the release shall be made only upon fixing of all the reported vulnerabilities
2	Medium Category Vulnerabilities	Exploitation provides only very limited access to attacker.	Within 3 (Three) days of intimation	
3	Other Category Vulnerabilities	Very little impact on the NABARD's or any of its client's business or operations.	Within 5(Five) days of intimation	-

viii. **NABARD shall carry out retesting** after remediation to confirm closure of vulnerabilities

ix. The service provider shall ensure Black-Box, White-Box and Grey-Box Testing to make sure that the project is free from external and internal vulnerabilities

3.2.12 Security Audit

1. Website Security Audit:

- a. For any sub-website or micro website developed under this project, the Security Audit of website shall be done by the service provider, no additional cost will be paid.
- b. The entire website needs to be Security Audited by the Empanelled Security Auditors of Standardisation Testing & Quality Certification Directorate, Ministry of Electronics and Information Technology, Government of India. Cost for Security Audit for entire website (including all sub-site/ microsite)

should be part of the proposal as cost of the same will be borne by the service provider.

2. Security Audit Certificate to be mandatory without security audit the development will be considered incomplete. Source code of the website has to be submitted by Developer to NABARD. Documentation of Source Code along with Administration/User Manuals needs to be submitted.
3. Any vulnerability found during the security audit, service provider has to close the same accordingly and ensure complete security audit done successfully.
4. The website will be hosted in-house in NABARD servers. The developer has to follow NABARD's rules and Regulation. In case of any issue regarding hosting of website DIT & CCD should be duly informed.

3.2.13 Audit & Compliance

- i. The selected service provider must ensure compliance with the latest Government of India regulations as outlined in this document.
- ii. All audits and compliances must be completed during the project's development phase, ensuring all norms are met before deployment of the project to the server.
- iii. The Service Provider shall maintain an audit trail of all changes to the website (e.g., content updates, code deployments) for accountability.
- iv. The financial bid shall include cost related to compliance and audit during submission of bid, as NABARD will not consider any separate bill or vouchers outside the submitted financial proposal.
- v. Any new guidelines issued by the Government of India after deployment of first version of the project into the server, the service provider must ensure compliance mandatorily meet with these new notifications.
- vi. In case any new compliance or audit requirements arise in the future i.e. after deployment of first version for the project into the server that incurs additional costs, the service provider may take prior approval from NABARD.
- vii. Only the approved work will become the part of the project which may be billed as per approved terms and conditions by NABARD.

3.2.14 Inspection and Testing

The inspection of installation of services shall be carried out to check whether the services are in conformity with the mentioned in the tender. The service provider will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the NABARD.

The Project will be treated as complete only if:

- UAT is completed
- Handover to NABARD, when it is completed
- Final Source code along with Security Audit Certificate of the project along with detailed documentation and IPR is being transferred to Corporate Communications Department, NABARD (hereinafter referred as ‘Department’) as it will be NABARD’s Property.
- **Project Governance Framework:**
 - Regular status meetings (e.g., weekly / monthly) shall be held with the selected service provider to review the development and maintenance of the website
 - Steering committee with NABARD and vendor representatives shall be formed to oversee progress.
 - Milestone-based reviews to track deliverables on time.

3.2.15 Copyright

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of NABARD. The Successful service provider will transfer to the Department, all Intellectual Property Rights in the Software developed. The service provider shall relinquish to the Department, with the source code of the developed project within 120 days from the date of acceptance of the project. The source code supplied to the Department shall at all times be a complete, accurate, and upto date copy corresponding exactly to the current production release of the software.

3.2.16 Operational Acceptance

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the project:

- I. Service provider shall host the built project for User Acceptance Testing at NABARD data centre.
- II. The integration should be completed before the official launch of the application.
- III. In the go-live phase, service provider will have to manage and roll out a beta stage where the project will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the service provider in consultation with NABARD Officials and validated by NABARD Officials. Based on the test results, required changes will be carried out and

tested. Post this, NABARD website will be officially launched and operational acceptance will be completed.

- IV. The selected service provider should conduct load and stress testing to support a minimum of 10,000 concurrent users during peak events.

The selected service provider must agree to above criteria for complete system acceptance and further agrees that:

- a) It will provide without additional charge to NABARD and in a timely manner, all additional services and products not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance.
- b) In order to accept the project, NABARD must be satisfied that all of the work has been completed and delivered to NABARD's complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the service provider in the presence of NABARD's authorized/nominated official.

3.2.17 Operations and Maintenance

After the successful operational acceptance, i.e. Post Go-live of the project the selected service provider shall maintain and support the project for 5 years, which shall be as follows:

- i. Warranty should be provided for 01 year after Go Live.
- ii. After expiry of the warranty mentioned in 3.2.17(i), the service provider shall maintain and support for 04 years under AMC.
- iii. Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.
- iv. Providing all project updates and patches released by the hardware OEM, update and patch management, resolution of any issues/problems with the hardware etc
- v. Deploy adequate facilities management personnel to maintain the Portal as per the service level requirements including servicing/updation and maintenance of IT assets.
- vi. The selected service provider shall provide a dedicated project manager (required to be deployed full time) during the period of the contract that should

be present for discussions, important meetings and should act as one-point contact for NABARD.

- vii. An Experienced resource personal mandatorily need to be onsite on all working days of NABARD for maintenance of portal.

3.2.18 Data Migration

1. Service Provider will be completely responsible for end-to-end Data Migration from Legacy System to proposed solution and execution of design, development, and testing of all data extract, transform and load (ETL) activities.
2. Ensure use of best practices, processes, and standards for effectively carrying out data migration activities, Prepare data migration plans including migration risk, milestones, quality and other related details.
3. All necessary tools / queries / scripts required for extraction, transformation and migration must be provided by the Service Provider. No additional cost shall be paid for data migration beyond financial proposal.
4. The Service Provider is expected to import historic web & mobile analytics data from existing Web Analytics solution into the proposed on-premises Analytics Solution. The service provider is expected to migrate data before go-live of the project.
5. To facilitate understanding of the data in the Legacy application, Bank shall make available necessary support (manpower and knowledge of formats) of the existing vendor, or representative of the Bank.
6. Existing documents on the website contains existing Links/URLs redirection. Once the migration is completed, this URL redirection to new URL should be mapped accurately.
7. The service provider is expected to provide an archival solution within the proposed application for the historical / archived data. The necessary configuration and implementation of the archival solution shall be the responsibility of the service provider. The service provider shall be responsible for complete data cleansing and data validation exercise of the data migrated from the legacy systems.
8. NABARD reserves the right to data migration by respective stakeholders of proposed solution and any gaps/ discrepancies found during the functions of application are to be rectified by the service provider.

9. The service provider should provide facility for capturing the data through data entry module/ screen, which arises out of the gaps between proposed solution and present system.
10. The data entered through such screens is to be validated (maker and checker) and it is to be uploaded by the service provider.
11. The service provider should ensure that all required fields available in the existing system and required for the solution are properly migrated.
12. The service provider is required to certify completeness and accuracy of migrated data, transaction history, and balances at each data migration instance.
13. It is clarified that the ownership of data shall always remain with NABARD and the service provider shall be responsible to maintain complete confidentiality of the same. Service provider shall be responsible for all loss, inaccuracies, and discrepancies in data arising out of data migration.
14. The Service Provider should ensure that while applying software updates / upgrades / patches and in the version migration, the developed as well as the customized solutions is properly migrated to such higher versions or extended versions. It is the Service Provider's responsibility to ensure that any customization is compatible with upgraded applications / modules.
15. The Total data volume for existing NABARD website are as follows

SrNo	Particular	Volume
1	Existing Project (English + Hindi website)	746.01 GB
2	Existing Database	14.85 GB
3	Existing File types	.pdf, .xls, .xlsx, .doc, .docx, .cs, .css, .js, .jquery, .sql, .jpg, .jpeg, .png, etc

3.2.19 Exit Management

1. The Service Provider at the end of SLA or termination of SLA before planned of the contract period for any reason shall successfully carry out the exit management and transition of this project to NABARD or its specified agency to NABARD's satisfaction.
2. The Service Provider shall undertake to complete the following as part of the exit management and transition, complete the updating of all project documents and other artefacts and handover the same before transition.

3. If the NABARD decides to take over the operations of the project on its own or identifies or selects any other agency for providing support services on this project, then Service Provider shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the entire project, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the project, conducting Training sessions etc.
4. The exit management and transition will be considered complete based on approval from the NABARD.
5. Exit Management will include a detailed exit management plan with but not limited to:
 - a) **Knowledge Transfer:** Comprehensive documentation and training for NABARD staff or the new vendor.
 - b) **Data Handover:** Formats and timelines for transferring all data, source code, and configurations.
 - c) **Transition Support:** 3-month support period post-contract to ensure a smooth transition.
6. Plans for communication with the new service provider, NABARD Officer/staff and any related third party as when necessary to avoid any impact on the NABARD 's operations as a result of undertaking the transfer;
7. The Service Provider shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
8. During the exit management period, the Service Provider shall use its best efforts to deliver the services.
9. This Exit Management plan shall be furnished in writing by the Service Provider to the NABARD within 90 days from the Effective Date of the Agreement.

SECTION IV

INSTRUCTION TO BIDDERS

4.1 Tenure of the Contract

1. The initial contract will be for a period of 5 years, 6 months.
2. Performance will be reviewed every year and will be extended further on mutually agreed terms on a yearly basis.
3. Extension of Contract tenure will be of maximum period of another 2 years.
4. In case NABARD is not satisfied with the performance of the selected agency, NABARD reserves the right to terminate the contract with such agency at any point of time with one month notice without any obligation to mention any reason

4.2 Completeness of Response

1. The response to this RFP should be full and complete in all respects.
2. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD.

4.3 Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and NABARD shall not be held responsible for any cost incurred by the bidder.
2. Submission of a bid does not entitle the bidder to claim any cost and rights over NABARD and NABARD shall be at liberty to cancel any or all bids without giving any notice.
3. All materials submitted by the bidder shall be the absolute property of NABARD and no copyright /patent etc. shall be entertained by NABARD.

4.4 Bidder Inquiries

- Bidder shall submit their queries, regarding this RFP through GeM Portal. The response to the queries will be only responded on GeM Portal. No telephonic /email queries will be entertained thereafter.

This response of NABARD shall become integral part of RFP document. NABARD shall not make any warranty as to the accuracy and completeness of responses.

4.5 Amendment

1. All the amendments made in the document would be published on the GEM Portal/ NABARD Website and shall be part of RFP.

2. The Bidders are advised to visit the aforementioned websites/portal on regular basis to check for necessary updates. NABARD also reserves the right to amend the dates mentioned in this RFP.

4.6 Supplementary Information

1. If NABARD deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP.
2. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

4.7 Right to Terminate

1. NABARD may terminate the RFP process at any point of time and without assigning any reason.
2. NABARD reserves the right to amend/edit/add/delete any clause of this Bid Document.
3. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the GEM Portal/ NABARD Website.

4.8 Earnest Money Deposit (EMD)

- 1) Bidders shall submit, EMD as defined in this RFP.
- 2) Bidders are required to submit an Earnest Money deposit (EMD) online for an amount of Rs. 3,50,000 (Rs. Three Lakh Fifty Thousand only). Please refer RFP for the payment of the same. Bids of the bidders who have not paid the EMD as stipulated in this RFP, will be rejected by NABARD as non-responsive. No exemptions to this clause will be allowed.
- 3) Unsuccessful Bidders' EMD will be returned within 30 days from the date of finalization of the tender. EMD of successful bidder will be returned only after submission of Performance Bank Guarantee.
- 4) No interest will be paid by NABARD on the EMD amount and EMD will be refunded to all Bidders (including the Successful Bidder(s)) without any accrued interest on it.
- 5) The Bid submitted without EMD or with EMD which does not conform to RFP clauses, mentioned in this document, will be summarily rejected.
- 6) The EMD may be forfeited:

- a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a Successful Bidder(s) if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then NABARD shall reject the bid and, if necessary, initiate action.
- 7) The decision of the NABARD regarding forfeiture of the EMD shall be final and binding upon bidders.

8) Public Procurement Policy on Micro and Small Enterprises (MSEs):

- a) NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
- b) These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- c) Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ UDYAM and ownership of the same by SC/ST along with the tender/RFP.

4.9 Authentication of Bid

- 1. Authorized person of the bidder who signs the bid shall obtain the Power of Attorney from the bidder, which shall be submitted with the Bid.
- 2. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

4.10 Language of Bids

- 1. This bid should be submitted in English language only.

2. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submit with the bid, and English translation shall be validated at NABARD's discretion

4.11 Patent Claim

1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim.
2. If the Successful Bidder fails to comply and NABARD is required to pay compensation to a third party resulting from such Infringement, the Successful Bidder shall be responsible for such compensation, including all expenses, court costs, lawyer fees etc.
3. NABARD shall give notice to the Successful Bidder(s) of any such claim and recover it from the bidder.

4.12 How to Apply

1. All bids will be only accepted through GeM portal only, no other mode of application will be accepted by NABARD. Please send us a detailed profile of your company/ partnership firm/ proprietary firm, including the number of people and their technical qualifications, technical details of the connectivity between the NABARD and website manager for transmission of material, security policy and measures adopted by the company/ partnership firm/ proprietary firm in case of management of websites and any other relevant details that in your opinion should be crucial in proving your capability to manage NABARD website.
2. Please also mention URLs of at least three other public websites that you manage for your clients and which in your opinion hold relevance for NABARD.
3. Please enclose a BRIEF write up reviewing the present NABARD website and how you visualize our website with suggestions about improvement. The note should be in BULLETS.
4. Please enclose or give link of dummy Home page design(s) and one inside page design(s) for the proposed NABARD design with proof of concept plan.
5. It is recommended that a visit to the NABARD Website (www.nabard.org) would be beneficial in sizing up the requirement stated in this document.

4.13 Submission of bids

1. For the purpose of selection of the service provider, a two-stage bidding process will be followed.
2. The response to the RFP is to be submitted in two parts, i.e. Technical Bid and Financial Bid. These are two distinct and separate parts of the tender.
3. The 'Technical Bid' will contain technical details, whereas the 'Financial Bid' will contain pricing information.
4. The Technical Bid should NOT contain any pricing or financial information at all.
5. NABARD shall not accept delivery of proposal in any manner other than that specified in this RFP Annexure – I for Technical Bid and Annexure – II for Financial Bid.
6. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the bid proposal submitted by the bidder.
7. The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.
8. The prices should be quoted in Indian Rupees only.
9. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
10. NABARD may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications.
11. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
12. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which NABARD reserves the right to reject the proposal.
13. Proposals sent by fax/ post/ courier or physical handover at any NABARD or its associated office shall be rejected.

14. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are uploaded on the portal well within time and NABARD shall not entertain any representation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the tender portal and must understand all the nuances of technology in advance.

4.14 Late Proposal

Proposal will only be accepted through GeM portal under the defined timelines. Any service provider requesting extension in submission time for any reason whatsoever, shall not be entertained.

4.15 Modification and Withdrawal of Proposals

1. No Proposal shall be withdrawn in after the deadline for submission of proposals specified by NABARD in the RFP.
2. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

4.16 Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP.
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the NABARD.

SECTION V

EVALUATION OF BIDS

5.1 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids.
2. Preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. NABARD has the right to reject the bid after due diligence is done.

5.2 Tender Evaluation Committee

1. NABARD shall form a Tender Evaluation Committee (hereinafter referred to as “TEC”) to evaluate the bids.
2. The TEC shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the TEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
4. The TEC may ask for meetings with the bidders to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder’s client site to validate the credentials/ citations claimed by the bidder.
5. The TEC reserves the right to reject any or all proposals entails the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
7. The TEC would submit its decision to the competent authority whose decision would be final and binding upon the bidders.
8. NABARD reserves all rights to reject, cancel, or re-tender the floated RFP at any point of time without assigning any reason.

5.3 Bid Evaluation Process

1. TEC shall review the proposal of the Bidders to determine whether the requirements as mentioned in the RFP are met. Incomplete or partial Proposals are liable for disqualification.
2. Selection of the service provider, a two-stage bidding process will be followed: The response to the RFP is to be submitted in two parts, i.e. Technical Bid and Financial Bid. These are two distinct and separate parts of the tender.
3. On a score of 100, a maximum of 70 marks will be awarded for the technical bid and a maximum of 30 marks will be awarded for the financial bids. The service provider with the maximum marks will be awarded the work.
4. The 'Technical Bid' will have two parts:
 - ❖ scrutiny of documents (35 marks)
 - ❖ presentation (65 marks).

* Total Marks (Technical Evaluation) (100) = scrutiny of documents (35 marks) + presentation (65 marks).

* For the purpose of final evaluation (i.e. Technical + Financial), the marks obtained in the Technical Evaluation will be scaled to a maximum of 70 marks.

*Example if a company 'ABC' in Technical Evaluation (Part A + B) scores 75 out of 100, then for final evaluation it will be considered 49 out of 70 marks.

Scoring matrix is given in annexure IX.

5. (a) In the first stage, for those companies whose bids satisfy the minimum eligibility criteria and technical requirements as detailed in this RFP, they shall be evaluated for annexure IX part 'A', where bidding organization needs to score minimum 17 marks or more out of 35 marks to qualify for part 'B' evaluation.
(b) Such eligible organizations who will score 17 marks or more out of 35 marks in part 'A' shall be shortlisted and called for scoring of Part 'B' with individual presentation to a committee on "Revamp of NABARD's Corporate Website 2025".
(c) In Part 'B' bidding organizations needs to score minimum 43 marks out of 65 marks and overall cumulative score of Part 'A' + Part 'B' should be 60 marks or above out of 100 marks to qualify the technical bid.
(d) Organizations qualifying the technical bid with 60 marks or above (Part A+B) will only be eligible & considered for Financial evaluation. Marks obtained in technical bid evaluation out of 100 will be scaled to a maximum of 70 marks.
(e) Only those companies whose bids do not meet the minimum eligibility criteria and qualify part 'A' (i.e. scoring minimum 17 marks or above) of the technical bid

shall be rejected summarily and they will not be considered for technical and financial evaluations.

6. The scores in technical bids will be provided based on the documents submitted as per Annexure I and the presentation made to the committee.
7. Under the second stage, the Financial Bids of those companies whose bids have been shortlisted earlier on the basis of evaluation of their Technical Bids/presentation, will only be opened for further processing
8. NABARD may call for further clarifications, additional particulars required, if any, on the technical/financial bids submitted. The service provider has to submit the clarifications/additional particulars in writing within the specified date and time.
9. The financial bid should contain quotation for redesigning and maintenance of website as envisaged in this document
10. NABARD at its discretion may disqualify the service provider's offer, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
11. Please note that TEC may seek inputs from their professional, external experts in the bid evaluation process.
12. The representative/s has/have to submit an authority letter duly signed by the service provider, authorizing him to represent on behalf of the service provider. The format of the authorization letter is given in Annexure-V. Kindly ensure to submit the bids in the formats as given in Annexure I (Technical Bid) and Annexure II (Financial Bid)

SECTION VI

TERMS AND CONDITIONS

6.1 Minimum Eligibility Criteria

Sr. No	Requirement	Eligibility Criteria	Documents to be submitted
1	Legal Entity	<p>The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR</p> <p>A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR</p> <p>Indian Partnership Act 1932 OR</p> <p>A registered Proprietary firm</p> <p>Should have been operating for the last three financial years.</p> <p>* The bidder should have a Local Office/ Branch/ Service Centre with its dedicated Project Manager posted and available at Mumbai, Maharashtra.</p> <p>*Consortium or partnership is strictly not allowed</p>	<p>a. General Information of Bidder along with Bidder's constituting documents such as MOA, AOA as applicable</p> <p>b. Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed as applicable</p> <p>c. Copy of PAN Card</p> <p>d. Copy of GST Registration</p> <p>e. Copy of Letter of Authorization as per Annexure V</p>
2	Turnover	<p>Average Annual Turnover of the bidder during the last three financial years (as per the last published Balance sheets), should be minimum of Rs. 1.00 Cr that is generated from Software/ Website Development / Hardware supply and their associated maintenance services, packaged software etc. (F.Y 2021-22, FY 2022-23, FY 2023-24)</p>	<p>Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for annual turnover.</p>
3	Net worth	<p>The bidder should have positive net worth as per the audited consolidated financial statements as on 31st March 2024</p>	<p>Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory</p>

Sr. No	Requirement	Eligibility Criteria	Documents to be submitted
			Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for annual turnover.
4	Technical Capability	<p>The bidder must have successfully undertaken at least the following numbers of Website/ Web-Portal development based project(s) in India of value specified herein:</p> <p>Three projects of Corporate website development for public access.</p> <p>* Not less than Rs. 50 lakh each. * Desirable BFSI domain project * Minimum 01 project should be of Government/Semi-Government/ Public Sector Unit / Autonomous body.</p>	<p>a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client</p> <p>OR</p> <p>In case of on-going project, a Go-Live with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p>
5	Compliance	<p>The Bidder should be registered with appropriate authorities under following:</p> <p>a. Employees Provident Fund OR b. Employees State Insurance Acts</p>	<p>a) Attested copy of the Employee Provident Fund registration letter / certificate b) Attested copy of the Employee State Insurance registration letter / certificate or</p>

Sr. No	Requirement	Eligibility Criteria	Documents to be submitted
		OR Group Insurance Schemes OR Contract Labour (Regulation and Abolition Act), as applicable to the bidder organization	Attested copy of Group Insurance Schemes letter/certificate or Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Documents to be submitted, as applicable.
6	Certification	The Bidder should have the following valid certifications: 1. ISO 9001:2015 or latest 2. ISO/IEC 27001: 2022 or latest.	Copy of the Valid Certificate as on bid due date.
7	Blacklisting	The Bidder should not be blacklisted by any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time as on last date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Format for Undertaking of “Non-Blacklisting”

6.2 Pre-Contract Integrity Pact

All prospective service providers interested to bid must sign a pre-contract integrity pact as per Annexure VI. Tenders submitted without Pre-Contract Integrity Pact will summarily be rejected and their subsequent Technical bid and Financial bid will not be opened.

6.3 Selection Process

1. NABARD through this Request for Proposal (RFP) intends to get quote only from reputed technically qualified bidders.
2. All the bidders will be assessed against the Eligibility criteria mentioned.

3. The financial offer of the bidders fulfilling the Eligibility criteria shall be opened for further evaluation. Bidders are also requested to submit their financial quotation in the format provided in the RFP.
4. In case of discrepancies between rates quoted in amounts and in words by the bidder, the lower of the two will prevail and will be used to determine the Successful Bidders as per criteria provided in the RFP.
5. If any information provided by the Bidder is found to be inaccurate at any stage of the RFP process, NABARD may, at its discretion, reject the offer and no correspondence will be entertained in this regard. Submission of wrong and / or false information may also disqualify the Bidder from any future work from NABARD.
6. NABARD reserves the right to negotiate with the Successful Bidders as per CVC guidelines or any equivalent norms. If the negotiation becomes unsuccessful, then NABARD may negotiate with the next qualified bidder.

6.4 Bid Validity

1. The offer/proposals submitted by the Bidders shall be valid for minimum period of 180 days after the last date of bid submission prescribed by the department.
2. In exceptional circumstances, prior to the expiration of the bid validity period, the department may request bidders to extend the period of validity of their bids.
3. The request and the responses shall be made in writing. In event of such extension, department shall request Bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.
4. In event of such extension, Bidders shall submit new Bank Guarantee submitted as EMD to cover the extended period of validity of their bids.
5. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid.
6. If the date up to which the bid is to remain valid happens to be a holiday for the department, the bid shall automatically remain valid up to the next working day.

6.5 Price and Information

1. The bidder shall quote for this project as per the requirements of the RFP and in the format mentioned in Annexure I and Annexure II.
2. All the prices will be in Indian Rupees.
3. The bidder should quote the fee considering all costs including their staff to be deployed for this project after the award of the Contract. The bidders should study the

Scope of Work as per Section III of this RFP document, to understand all the associated costs of the project.

4. The bidder should indicate the GST currently applicable and the same will be reimbursed at actuals as applicable from time to time.

5. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

6. All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

6.6 Information Ownership

All information processed, stored, or transmitted by service provider belongs to NABARD. The service provider understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

6.7 Publicity

Any publicity by the service provider in which the name of NABARD is to be used should be done only with the explicit written permission of NABARD.

In case of any conflict also the service provider shall not post, publish or use the name of NABARD at public or private platform, which directly or indirectly effects NABARD's reputation at any point of time.

6.8 Payment Terms

Following would be the payment schedule for revamping phase:

Phase	Amount
On awarding and signing of the contract	10%
On developing and demonstrating requirements	30%
On live deployment	40%
On handing over source code	10%
On executing Performance Bank Guarantee	10%

1. Since the ownership of the source code used for customizing and hosting on NABARD's website rests with NABARD, the source code must be handed over to NABARD immediately after completion of development and porting of the data. Whenever, there is any modification/addition in the source code during warranty/AMC period, the modified/changed source code must be handed over immediately to NABARD. The ownership of source code and related Intellectual Property Right (IPR) with reference to NABARD's corporate website will lie with NABARD only.
2. All source code must be submitted including documents like system architecture design document, Detailed Installation Guidelines, Data Flow diagram, Data dictionary and Software Bill of Material (SBOM) etc, and then only it will be considered for payment.
3. All payments to the selected agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty and other taxes if any as per Government of India Rules.
4. The Agency shall quote rates as per the rate mentioned in central government guidelines and given in the commercial format with currently applicable Goods and Service Tax (GST).
5. If any upward revision in GST rates and / or any new tax, duty, levies if introduced by State or Central Government and if that is applicable for this contract then the same new tax, duty, levies shall be paid by NABARD department to selected Agency.
6. Payment shall be made in Indian Rupees by RTGS / NEFT in the name of selected agency as per online Standard operating procedure (SOP) for release of payment to Agency.
7. The Department shall deduct penalty as applicable from the payment to be paid to the selected agency levied as per SLAs.
8. The bills will be accepted only after submission of Security Deposit of Performance Bank Guarantee i.e. 10% of total contract value (TCV).
9. Under the terms of the Annual Maintenance Contract (AMC), the service provider shall submit invoices on a quarterly basis, accompanied by all relevant supporting documents, to NABARD.
10. NABARD shall constitute a panel responsible for conducting a monthly review of the services rendered by the service provider. This review will assess the execution of assigned tasks, the availability of resources, and the timely completion of work as

allocated. Payment of invoices will be subject to satisfactory performance as determined by this panel.

11. In evaluation if work is not found satisfactory by the panel, panel can suggest improvement or penalty on service provider for non-compliance at sole discretion of NABARD.
12. The penalty shall be implacable on the service provider as per Service level Agreement(SLA) signed.

6.9 Service Level Agreement and Penalties

SLA is the contract between NABARD and the Successful bidder. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed indicators as detailed in the Agreement.

In the event if it is noticed/reported that Service Level agreement is breached, NABARD may impose penalty. Penalty would be proportionate to 1% of the contract value for services below each percentage point of the specified expected service level and it will be informed to selected bidder as per operational performance provided by agency. Penalty deduction would be done by NABARD from the next due to be paid or on quarterly basis.

The amount of penalty for Post Implementation (Operation and Maintenance) SLAs if any will be deducted from the bills payable to vendor or Security Deposit or both. If the amount is deducted from the security deposit, the bidder will have to recoup the amount so recovered within 10 days. The discretion to waive the penalty if informed and found justifiable, will be with Chief General Manager, Corporate Communications Department, NABARD. In case of any disputes, same will be settled at level of Chief General Manager, Corporate Communications Department, NABARD, Head Office Mumbai.

The Successful bidder must comply with all Service Level Agreements (SLAs) and ensure adherence to project timelines, quality, and availability of services.

It is expected that the Successful Bidder will complete all the deliverables within given timelines and as per the expected and defined performance norms. In case there are any defaults / delays from the Successful Bidder during the various phases of execution, NABARD will levy penalties. The same will be recovered from the next stage payment or in the extreme case, by invoking the Performance Bank Guarantee. The maximum penalty is capped @ 10% of the contract value. In case the penalty amount breaches 10% cap, NABARD may terminate the contract on account of unsatisfactory

performance of the Service Provider. A copy of Model SLA is enclosed in the Annexure-X of this RFP document. It shall be modified and shared with the selected service provider later on before signing.

6.10 Indemnification

a) The selected service provider shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in Annexure - VII.

b) Selected service provider shall keep NABARD, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, sub-contractors etc.

c) The indemnification is only a remedy for NABARD. The Selected service provider is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by NABARD arising out of claims made by its customers and/or regulatory authorities.

d) However, the selected service provider would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.

6.11 Liability of The Selected service provider

a) Bank shall hold the selected service provider, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the contract.

b) Selected service provider shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected service provider and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the NABARD under the contract to be issued for this tender. Such liability of the Selected service provider will be restricted to the actual amount of the contract.

c) However, the selected service provider would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.

d. "Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits."

6.12 Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected service provider neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by NABARD, in such eventuality, NABARD may after giving notice in writing to the selected service provider calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, NABARD shall have the right to cancel the contract holding the selected service provider liable for the damages that NABARD may sustain in this behalf. Thereafter, NABARD is to be compensated for good the failure at the risk and cost of the selected service provider.

6.13 Signature

1. A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document.
2. All obligations committed by such signatories must be fulfilled.

6.14 Right to the content of Proposal

1. All proposals and accompanying documentation of the Technical Proposal will become the property of NABARD and will not be returned after opening of the Technical Proposals.
2. NABARD is not restricted in its rights, to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders.
3. NABARD shall not be bound by any language in the proposal indicating the confidentiality of the proposal, or any other restriction on its use or disclosure.

6.15 Non-Conforming Proposal

A proposal may be construed as a non-conforming proposal and ineligible for consideration if:

1. It does not comply with the requirements of this RFP.

2. It does not follow the format requested in this RFP or does not appear to address the requirements as specified by the directorate.

6.16 Correction of errors

1. The service provider is advised to take adequate care while quoting the rates. No excuse for corrections in the quoted rate will be entertained afterwards.
2. The corrections or overwriting in bid document should be initialled by person signing the Bid form.

6.17 Corrections to Arithmetic errors

1. In case of discrepancies between Financial Bid calculated by the service provider in numbers and words, the lower of the two will prevail and will be used to determine the Successful service provider as per criteria provided in RFP.
2. Service Provider shall accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

6.18 Disqualification

The Bid from the service provider is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document format.
2. Technical Proposal contains details related to cost.
3. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
4. Bid is received in incomplete form and / or received after due date and time.
5. Bid is not accompanied by all requisite supporting documents.
6. Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
7. Non - fulfilment of any condition / term by service provider.

6.19 Acknowledgement of Understanding

By submitting the proposal, each service provider shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, scope of work, schedules, annexure, corrigendum, and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

6.20 Right of NABARD to accept or reject the bid

- a) NABARD reserves the right to accept/reject any or all offers submitted in response to this without assigning any reason whatsoever.
- b) NABARD reserves the right to short-list the service provider based on the requirement of the Bank and may call service providers for a presentation or otherwise before an evaluation committee, at service provider's cost.
- c) NABARD shall be entitled to terminate the agreement with the service provider at any time giving 90 days prior written notice to the service provider if the service provider breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice by NABARD.

SECTION VII

AWARDING OF TENDER

7.1 Signing of Contract

The service provider shall be required to enter into a contract with NABARD, within 30 days of the award of the bid or within such extended period, as may be specified by the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Mumbai, on the basis of the Bid Document.

7.2 Timeline after allocation of work

SrNo	Particulars	Date
1	Issue of Work Order	27.06.2025
2	Planning Proposal	30.06.2025 (on or before)
3	Development of Website	01.07.2025 to 31.10.2025
4	Signing of Agreement	10.07.2025 (on or before)
5	Presentation to Top management and feedback on the new website	30.09.2025
6	Take over and maintenance of current website	12.07.2025
6	Modification based on feedback and presentation of website by agency	10.10.2025
7	Approval of newly designed website by NABARD	15.10.2025
8	Migration of data and backup to the new server	16.10.2025 to 25.10.2025
9	Trail run & testing	27.10.2025 to 28.10.2025
10	VAPT & patching	29.10.2025 to 10.11.2025
11	Website launch	14.11.2025

SECTION VIII

AGREEMENT

8.1 Non-Disclosure Agreement (NDA)

The selected service provider shall not, without NABARD's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NABARD in connection therewith, to any person other than a person employed by the service provider in the performance of the work assigned to them. The selected service provider shall be required to sign a Non-Disclosure Agreement/Confidentiality Undertaking with NABARD as per the prescribed format provided in Annexure – VIII and Annexure – XI.

8.2 Performance Bank Guarantee (PBG)

- a) The service provider shall, at his own expense, deposit with the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Mumbai, within 30 working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure III, for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the Supplier.
- b) The Performance Bank Guarantee may be discharged by the Bank upon being satisfied that there has been due performance of the obligations of the service provider under the contract. The Performance Bank Guarantee shall be valid up to six months after the end of the assignment period.
- c) Failure of the service provider to comply with the above requirement, or failure of the service provider to enter into a contract within 30 days or within such extended period, as may be specified by the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Mumbai, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.
- d) NABARD shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - 1. Any amount imposed as a fine by NABARD for irregularities Committed by the service provider.
 - 2. Any amount which NABARD becomes liable to the Government /Third party on behalf of any default of the service provider or any of his/her/their agent/ employees or staff.

3. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
4. Any other outstanding amount.

e) Once the amount under this clause is debited, the service provider shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by NABARD failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of NABARD.

8.3 Right to Vary the Scope of Work

1. NABARD reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement.
2. If any such change causes an increase or decrease in the total value of contract, or the time required for the service provider's performance of any part of the work under the resultant Agreement, whether changed or not changed by the order, it shall be based on the unit prices quoted by the service provider. Based on the revised scope, payment shall be calculated based on unit prices and NABARD shall be liable to pay only the revised amount, irrespective of the Total Cost mentioned in the Contract.
3. Payment to the Successful service provider shall be made on monthly basis on the actual completion of scope of work and deliverables by the service provider to NABARD's satisfaction.
4. The decision of NABARD shall be final and binding upon the Selected Service Provider.

8.4 Governing Laws

Evaluation and award of Contract of the Project shall be governed by the Public Procurement (Preference to Make in India) Order 2017 - Revision Dated 29 May 2019 issued by the Department of Promotion of Industry and internal Trade, Ministry of Commerce, Government of India and rules defined in this RFP.

Public Procurement Policy on Micro and Small Enterprises (MSEs):

- ❖ NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
- ❖ These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or

any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

- ❖ Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.

8.5 Compliance with Laws

a) Compliance with all applicable laws: The service provider shall undertake to observe, adhere to, abide by, comply with and notify NABARD about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect NABARD and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

b) Compliance in obtaining approvals/permissions/licenses: the service provider shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so. shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NABARD and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NABARD will give notice of any such claim or demand of liability within reasonable time to the service provider.

8.6 Force Majeure

a) The service provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is due to an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the service provider's fault

or negligence and not foreseeable. Such events may include, but are not limited to, acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of NABARD either in fires, floods, strikes, lock-outs and freight embargoes.

b) If a Force Majeure situation arises, the service provider shall promptly notify NABARD in writing of such conditions and the cause thereof immediately. Unless otherwise directed by NABARD in writing, the service provider shall continue to perform its obligations under the contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

c) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months. NABARD and the service provider shall hold consultations with each other in an endeavour to find a solution to the problem.

d) Notwithstanding the above, the decision of NABARD shall be final and binding on the service provider.

8.7 Conflict of Interest

The selected agency shall disclose to NABARD in writing, all actual and potential conflicts of interest that exist, arise, or may arise (either for the selected agency or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. The selected agency shall hold NABARD's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

8.8 Resolution of Disputes

a) All disputes and differences of any kind whatsoever, arising out of or in connection with this RFP and/or the Work Order thereafter or in the discharge of any obligation arising under this RFP and/or the Work Order shall be resolved amicably.

b) The venue of the arbitration shall be Mumbai under the exclusive jurisdiction of the courts at Mumbai only.

c) The award shall be final and binding on both the parties.

d) Work under the agreement shall be continued by the service provider during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the RFP, no payment due, or payable by NABARD, to the service provider shall be withheld on account of the ongoing

arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

e) Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

8.9 Violation of Terms

NABARD clarifies that it shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction (place of jurisdiction at Mumbai) may deem necessary or appropriate to restrain the service provider from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies NABARD may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

8.10 Privacy & Security Safeguards

The service provider shall not publish or disclose in any manner, without NABARD's prior written consent, the details of any security safeguards designed, developed, or implemented by the service provider under this contract or existing at any Bank location. The service provider shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all NABARD data and sensitive application software. The service provider shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without NABARD's prior written consent, the details of any security safeguards designed, developed, or implemented by the service provider under this contract or existing at any Bank location.

8.11 Contract Re-Negotiation

NABARD will reserve a right to re-negotiate the price and terms of the entire contract with the service provider at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

8.12 Corrupt and Fraudulent Practices

a) As per Central Vigilance Commission (CVC) directives, it is required that service providers/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- ❖ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- ❖ "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NABARD and includes collusive practice among service providers (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive NABARD of the benefits of free and open competition.

b) NABARD reserves the right to reject a proposal for award if it determines that the service provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. NABARD reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

8.13 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

8.14 No Commitment to Accept Lowest or Any Offer/Bid

NABARD shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. NABARD has the right to re-issue tender/bid. NABARD reserves the right to make any changes in the terms and conditions of RFP that will be informed to all service providers. NABARD will not be obliged to meet and have discussions with any service provider, and/or to listen to any representations once their offer/bid is rejected. Any decision of NABARD in this regard shall be final, conclusive and binding upon the service provider.

8.15 Confidentiality of the Bid Document

The service provider, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

8.16 Effect of Termination

The service provider agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed/rendered by the service provider to NABARD or its designee to ensure smooth handover and transitioning of NABARD's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.

- A. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- B. In case the NABARD wants to continue with the service provider's services after the completion of this contract then the service provider shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- C. The Bank shall make such prorated payment for services rendered by the service provider and accepted by NABARD at the sole discretion of NABARD in the event of termination, provided that the service provider is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the service provider.
- D. Termination shall not absolve the liability of NABARD to make payments of undisputed amounts to the service provider for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

SECTION IX

ANNEXURE

Annexure I

Format for submitting Technical Bid

(No financials to be mentioned in this)

SrNo	Particulars	Details
1	Basics:	
	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 Mumbai	
2	Turnover:	
	❖ Turnover for last 3 years (In crores)	(Total turnover of Minimum Rs.1.00 crore each for the last 3 years – 2021-22; 2022-23; 2023-24)
	a) Turnover of the firm	
	b) Turnover of the website services	
	❖ Balance Sheet	Attach Audited Balance Sheet for last 3 years - 2021-22; 2022-23; 2023-24).
3	Technical:	
	<i>Please provide details relevant only to website service</i>	(Total staff of at least 30)
	a) No of Technical Staff	
	❖ Hardware Area	
	❖ Software Area	
	b) Content writing/editing, designing skills and digital media	(Must have in-house capability for content writing/ editing/ designing)
	No of personnel for content writing/ editing	
	No of personnel for designing	

SrNo	Particulars	Details
	No of personnel for digital media	
	Attach links of websites for which content writing/editing was done	
4	Project implementation experience in designing and maintenance (Please provide details of the current 3 best websites you created along with copies of work orders received):	
4.1	Total number of clients handled	
4.2	Most important 10 clients handled	
4.3	Following information for any 3 Projects of the service provider	
	Project 1/2/3 Name of project:	Provide link of the website along with copy of work order received
	Project Location:	
	Client Name:	
	Was content writing/editing handled by you?	Tick the appropriate answer Yes No
	If yes, what was the content about? URLs of the same may be provided here.	
	Was design of the website done by you?	Tick the appropriate answer Yes No
	Was digital media marketing, if any, handled by you?	Tick the appropriate answer Yes No NA
	Number of concurrent visitors supported (<i>give maximum peak hits and average numbers</i>)	
5	Specific Technical Information: What would be the features and strategies adopted by the bidding company/ partnership firm/ proprietary firm on the following: ❖ website management ❖ maintenance	

SrNo	Particulars	Details	
	<ul style="list-style-type: none"> ❖ content management ❖ social media strategies <p><i>(Multiple options can be given here. It has to be, however, ensured that complete details are given with recommendations for optimum solution which is cost effective and functional)</i></p>		
6	Proposal for support services for the new website of NABARD (Click appropriate answer)		
	24x7 availability for designing, maintaining and uploading	Yes	No
	<u>Will place one personnel of your firm in NABARD office for website related works during the period of the contract</u>	Yes	No
	Will maintain a turnaround time of maximum 4 hours	Yes	No
	Will carry out design modifications of all pages as and when required till the closure of contract	Yes	No
7	Dummy designs or online links for the proposed website: (a) Home page (b) Inside page (one can send more than one design options)		

Note: All documents specified under the minimum eligibility criteria outlined on pages 39-41 of this RFP document must be mandatorily enclosed with the technical bid. Failure to submit the mandatory documents by the specified deadline will result in the bid proposal being deemed incomplete. In such cases, NABARD reserves the exclusive right to reject the bid proposal.

Annexure II

Format for submitting Financial Bid

SNo	Particulars	Amount (INR)
	Name of the Firm:	
1	Phase I Take over and maintenance of current website	
2	Phase II Revamping of website (as per the scope of work)	
3	Phase III Annual maintenance charges for revamped website (after the period of free maintenance as per Sl. No.5 of the RFP)	
3.1	AMC for year 1	
3.2	AMC for year 2	
3.3	AMC for year 3	
3.4	AMC for year 4	
4	Cost of placing one personnel in NABARD office for website related works for the period of the contract	
5	Cost of software for the period of contract	
5.1	License cost for server, MS Windows 2016 std core per month**	
5.2	MS SQL Enterprise Edition License	
5.3	Google Map API for over 20,000 requests	
6	Cost of making flipbook for 15,000 pages*	
7	Cost of 300 man-days for taking up new works under change management process (after post Go-Live)@	
	Total	

* Payment as per actuals

** All the license should be compatible with Nutanix server and the cores submitted in the Technical document.

@ Additional work relating to creation of new modules/additional works that are not covered under the scope of work but are incidental to the project. Cost must be quoted including of taxes.

Note: License cost for OS, DB, Middleware etc shall be borne by the Bidder and it should be part of the financial proposal.

Annexure III

PERFORMANCE BANK GUARANTEE

The Chief General Manager
Corporate Communications Department
National Bank for Agriculture and Rural Development
Eighth Floor, 'B' wing, Plot No. C-24
G-Block, Bandra-Kurla Complex
Bandra (E), Mumbai –400051. INDIA

Dear Sir,

PERFORMANCE BANK GUARANTEE – Hosting of website and allied maintenance services

WHEREAS

M/s. (name of service provider), a company/ partnership firm/ proprietary firm registered under..... having its registered and corporate office at (address of the Supplier), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into a Purchase Agreement dated (hereinafter, referred to as “the said Agreement”) with you (National Bank for Agriculture and Rural Development) for hosting the website and allied services for the National Bank for Agriculture and Rural Development, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (in words and figures), being 10% of the Contract Price of Rs. ... (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

I. In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (in words and figures) without any demur.

II. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

III. This Performance Bank Guarantee shall continue and hold good till the completion of the warranty period for the 'Total Solution' i.e. (date), subject to the terms and conditions in the said Agreement.

IV. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Purchase Agreement until the completion of the warranty period for the Total Solution as per said Agreement.

V. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honor the same without demur.

VI. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.

VII. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of

your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.

VIII. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

IX. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (National Bank for Agriculture and Rural Development).

X. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.

XI. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.

XII. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favor.

2. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

I. Our liability under this Performance Bank Guarantee shall not exceed Rs.... (in words and figure);

II. This Performance Bank Guarantee shall be valid only up to (date, i.e., completion of warranty period for the Total Solution); and

III. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date i.e. six months after the completion of the contract period of the website).

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated this day 2025.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

- a) This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958.
- b) A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Annexure IV

Format for furnishing Bank Guarantee In lieu of Earnest Money Deposit

Ref No.....

Dated: --/--/2025

The Chief General Manager

Corporate Communications Department

National Bank for Agriculture and Rural Development

2nd floor, C Wing

C-24, 'G' Block, Bandra-Kurla Complex

Bandra (East), Mumbai - 400 051.

Maharashtra

Dear Sir,

WHEREAS the National Bank for Agriculture and Rural Development, a body corporate established under the NABARD Act, 1981 (hereinafter referred to as NABARD, which expression shall, include its successors and assigns) has invited tenders for Revamping of Corporate Website.

(2) WHEREAS M/s_____ who are our constituents (hereinafter referred to as "the Tenderers", which expression shall include

the successors and assigns) have taken the tender for the said work.

(3) AND WHEREAS it is one of the condition of the said tender that the Tenderer shall deposit with the NABARD at the time of submitting the tender a sum of Rs.----- /- (Rupees -----only) as and by way of Earnest Money Deposit (EMD), which EMD shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by NABARD, failing to observe any of the terms and conditions of the tender or the Tenderer not completing the works as mentioned in the Tender to the satisfaction of NABARD and / or its Consultants.

(4) AND WHEREAS at the request of the Tenderer, NABARD has agreed not to insist for payment of the said EMD in cash and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, the Bank i.e. _____ (Name of the bank) on behalf of the tenderer, as hereinafter contained.

In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said EMD in cash.

We, _____ Bank having our Head Office at _____ and one of our Branches at _____ do hereby unconditionally and irrevocably guarantee unto the NABARD that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABARD and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of NABARD and the Tenderer) and supply the said software in the satisfaction of the NABARD / its Consultants within the time stipulated therein, failing which WE the _____ Bank shall, on demand and without demur, pay unto the NABARD the sum of Rs. -----/- (Rupees----- only) at its office at Mumbai.

We _____ Bank further covenant that:

- (a) We shall pay the aforesaid sum on demand made in writing by NABARD without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between the NABARD and the tenderers;
- (b) that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD.
- (c) that the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;
- (d) that the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;
- (e) that any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABARD to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABARD and the Tenderer or any other act or deed on the part of NABARD which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.

(f) that this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;

(g) that it shall not be necessary for NABARD to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the NABARD may have obtained or may hereafter be obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;

(h) that we hereby agree that this guarantee shall be valid and be in force for a period of 180 days, i.e. up to _____ and we hereby agree to renew this guarantee for such further period or periods at the request of NABARD in the event of the works specified in the Tender are finally awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

(i) Any claim arising under this guarantee shall be preferred by NABARD within a period of six months from the aforesaid date of expiry i.e. _____ or, in the event of any renewal, within a period of six months from the date of expiry of such renewed period extended by such renewal, and unless the claim is so preferred against us, we shall stand discharged of all our liabilities hereunder.

Yours faithfully

For and on behalf of _____ Bank
(Authorized Official)

Annexure V

Letter of Authorisation to Bid

Ref No: _____

Date: --/--

/2025

The Chief General Manager

Corporate Communications Department

National Bank for Agriculture and Rural Development

2nd floor, A Wing,

C-24, 'G' Block, Bandra-Kurla Complex,

Bandra (East), Mumbai - 400 051.

Maharashtra

Dear Sir,

Subject: Authorization Letter for submitting bid documents

REF: RFP Ref No. _____

This has reference to your above RFP for procuring the Solution for a period of 5 years and 6 Months. Mr/Mrs/Miss _____ is hereby authorised to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's Request for proposal vide RFP No _____ dated _____ on behalf of our organization.

We confirm that all the prices quoted in tender by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Service provider in its bid.

Annexure VI

Pre Contract Integrity Pact

(On Bond Paper Value of Rs. 200/-)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as “The Buyer”

And hereinafter referred to as “The Bidder”

Preamble

The Buyer intends to award, under laid down organizational procedures, contract/s for The Buyer values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Buyer

(1) The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Buyer will exclude from the process all known prejudiced persons.

(2) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the BNS/PC Act, or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant BNS/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any.
- e) The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter. (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Buyer has terminated the contract according to Section 3, or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

(1) In case of Sub-contracting, the Buyer Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Buyer will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Buyer obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or

Subcontractor which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Buyer appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for NABARD is

Shri Jagdeep Kumar Ghai, P&TA, FS (Retd)

Flat 1032, A Wing, Vanashree Society

Sector 58 A&B, Palm Beach Road

Nerul, Navi Mumbai, Pin 400 706.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant BNS/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Buyer, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

BUYER

Name of the Officer

Designation

NABARD

BIDDER

Chief Executive Officer

Organisation

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Annexure VII

Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

Ref No: _____

Date:--/--

/2025

The Chief General Manager,

Corporate Communication Department,

National Bank for Agriculture and Rural Development

2nd floor, C Wing

C-24, 'G' Block, Bandra-Kurla Complex,

Bandra (East), Mumbai -400051..

Maharashtra

Dear Sir

Subject: _____

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to procure for designing, and maintaining the Bank's website, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ Limited hereby declare and certify that we are the rightful owners/ licensees of the said service provide to NABARD and that the sale of the said solution to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copyright Act, 1957 or any other Act for the time being in force.

We, the said _____ Limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers,

servants, agents and other authorised persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said _____ Limited hereby also shall agree that we, at our own expense, defend and indemnify NABARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the us and against any and all claims by employees, workmen, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said _____ Limited shall indemnify, protect and save NABARD and hold NABARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the partner's in the performance of the services provided in pursuance of this RFP (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

We, the said _____ Limited shall further indemnify NABARD against any loss or damage to NABARD's premises or property, data, loss of life, etc., due to the acts of the Bidder's employees or representatives.

We, the said _____ Limited shall further indemnify NABARD against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on NABARD for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) NABARD notifies the bidder in writing in a reasonable time frame on being aware of such claim, (ii) the Bidder has sole control of defence and all related settlement negotiations, (iii) NABARD provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) NABARD does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to NABARD's (and/or its customers, users and service providers) rights, interest and reputation.

Further, since NABARD's data could be integrated/used under our software and since we would be managing the services, We, the said _____ Limited shall be responsible for any loss/compromise or damage to Bank's data.

In the event that NABARD is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, We, the said _____ Limited, on our own expense, will undertake to defend NABARD.

SCHEDULE

(Please list all the software supplied to NABARD for providing this service)

Yours faithfully

(Name and Designation) of Authorized Official

Annexure VIII

Confidentiality Undertaking

Ref No: _____
/2025

Date:--/--

The Chief General Manager
National Bank for Agriculture and Rural Development
Corporate Communication Department, 2nd floor, C Wing
C-24, 'G' Block, Bandra-kurla Complex
P.B. No. 8121, Bandra (East)
Mumbai - 400 051.

Dear Sir,

We acknowledge that during the course of bidding for Notice Inviting Tender for designing, and maintaining the Bank's website, we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to NABARD and its business that is provided to us pursuant to this Undertaking.

In consideration of you providing opportunity to us to bid, and for this purpose making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following: -
 - a. With your prior written consent, such consent not to be unreasonably withheld;
 - b. To the extent that such disclosure is required by law;
 - c. To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and

d. To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

4. We shall not disclose or divulge any of the Confidential Information to any other client of _____ (name of service provider / implementation partner)

5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

6. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

Yours Sincerely

Signature and Stamp of Company

Authorised Signatory

Designation:

Date:

Scoring Matrices

[illegible]

Technical Evaluation (as per 5.3 (3,4,5), 6.1 and 6.3 of the RFP)							
Name of service Provider:							
Part – A: Based on scrutiny of Bids Submitted							
S. No.	Particulars	Description			Minimum Marks	Maximum Marks	Awarded to firm
1	In-house capability for writing and editing (based upon proven capacity along with URLs) – detailed sheet enclosed	0-5 Marks			02	05	
2	Quality of websites designed (based upon the details of sites developed for other clients) - Quality of overall feel: colour scheme, Layout, Animation, ease of navigation & Search engine	0-10 Marks			05	10	
3	Number of years in business	3-4 Year	4-5 Year	Above 5 Year	05	10	
	Marks allotted	5	8	10			
4	Average turnover of last three years	1-5 Cr.	5-10 Cr.	Above 10 Cr.	03	05	
	Marks allotted	3	4	5			
5	Number of staff	30-40	40-60	Above 60	02	05	
	Marks allotted	2	3	5			
Total for Part A					17	35	

Technical Evaluation (as per 5.3 (3,4,5), 6.1 and 6.3 of the RFP)					
Name of service Provider:					
Part – B: Presentation					
S. No.	Particulars	Description	Minimum Marks	Maximum Marks	Awarded to firm
1	Understanding about NABARD as an organization	0-5 Marks	03	05	
2	Understanding about NABARD's web related requirements	0-10 Marks	07	10	
3	Quality of dummy website created for NABARD	0-10 Marks	07	10	
4(i)	Quality of dummy website - Home page	0-20 Marks	13	20	
4(ii)	Quality of dummy website - inside page	0-20 Marks	13	20	
Total for Part B			43	65	
Grand Total (Part A + B)			60	100	

* Total Marks (Technical Evaluation) (100) = scrutiny of documents (35 marks) + presentation (65 marks)

* For the purpose of final evaluation (i.e. Technical + Financial), the marks obtained in the Technical Evaluation will be scaled to a maximum of 70 marks.

*Example if a company ABC in Technical Evaluation scores 75 out of 100, then for final evaluation it will be considered 49 out of 70 marks.

*Financial Evaluation will be of 30 Marks and its weightage will be 30 in final evaluation.

Annexure X

MODEL SERVICE LEVEL AGREEMENT

This SERVICE LEVEL AGREEMENT, made on this _____(day) of _____, 202_ (hereinafter referred to as the “**SLA/Agreement**”)

BY AND BETWEEN:

National Bank for Agriculture and Rural Development, a body corporate established under the Act of Parliament i.e., National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 represented herein by its Authorised Representative Shri _____, (Name, Designation & Department) (hereinafter referred to as “NABARD” which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors, assigns) of the FIRST PART;

AND

_____, a _____ incorporated under the (_____) and having its registered office at _____, together with its Affiliates and represented herein by its Authorized Signatory, Shri _____, (name, designation & vertical or division, etc.) hereinafter referred to as the “Service Provider”, which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors and permitted assigns) of the OTHER PART.

As the context may require, the Service Provider and NABARD shall, collectively hereinafter be referred to as “Parties” and individually as “Party”.

WHEREAS:

- A. NABARD is engaged in the business of providing and regulating credit and other facilities for the promotion and development of economic activities in rural areas with a view to promoting integrated rural development and securing prosperity of rural areas, and for matters connected therewith or incidental thereto.
- B. The Service Provider is engaged in the business of [•].
- C. NABARD had issued a Request for Proposal (“**RFP**”) vide ref No. [•] dated [•] for provision of certain services which include the implementation of the [•], and had selected the Service Provider as the successful bidder as per the terms of the RFP.
- D. Accordingly, Parties have entered into an agreement on or about the date hereof for the provisions of services for designing and implementation of a [•] (“**Principal Agreement**”).

- E. Pursuant to the Principal Agreement, the Service Provider agrees to provide Support Services (*as defined hereinafter*) in relation to the implementation of the [•] to NABARD.
- F. The Parties have now decided to enter into this Agreement to record the terms and conditions which will govern the Support Services rendered by the Service Provider to NABARD during the Term (*as defined hereinafter*).

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS

The terms used but not defined in this Agreement shall have the meaning given to such terms in the Agreement. The following terms shall have the meanings assigned to them herein below:

“Application Development” means any tools developed on the specific needs of Bank for any internal or external use;

“Affiliate” of either Party means a person or entity, directly or indirectly, Controlling, Controlled by, or under common Control with such Party;

“Agreement” means this Service Level Agreement together with the Recitals, Schedules and Annexures hereto, as amended, modified or supplemented from time to time, in accordance with the terms herein;

“Background Intellectual Property” means Intellectual Property owned or controlled by a Party, including Intellectual Property developed prior to or independently of this Agreement, which the Party determines, in its sole discretion, to make available for the carrying out of the Support Services and includes Intellectual Property licensed to or acquired by the Parties from time to time pursuant to this Agreement;

“Bank” – Bank or NABARD is referred who is the final beneficiary of the SLAs and related agreements

“Bugs” means a failure of a software or program to perform as specified in the applicable product description and/or user's guide and/or installation guide due to defective software distribution media or otherwise.

“Business Day” means any day of the week except Saturday, Sunday or any day on which the banks in India are closed for business;

“Consumables” means any items purchased to run the IT operations and make end user productive

“Contract Price” shall mean the total consideration to be paid by NABARD to the Service Provider as agreed under the Principal Agreement;

“Customization” – means making changes to an Off-the-Shelf software/hardware to meet Bank’s requirements

“Discloser” means the Party disclosing Confidential Information;

“Effective Date” shall mean the date of commencement of the Support Services and all other obligations of the Service Provider hereunder i.e., [•];

“Equipment” means any physical appliance that requires installation at the Bank premises

“Escalation” means any unresolved queries or service requests in prescribed timeline.

“Force Majeure” means occurrence of one or more of the following events which are beyond the reasonable control of the Parties despite having exercised all reasonable care and due diligence, and which are unforeseen, unavoidable or insurmountable, and which arise after the Effective Date and which prevent total or partial performance of this Agreement by either Party. Such events shall include:

- war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade and military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- act of terrorism, sabotage or piracy;
- act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;
- act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease;
- explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;
- general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or any other cause beyond the reasonable control of the applicable Party.
- Provided that the current ongoing situation regarding COVID-19 and/or lockdowns due to COVID-19 shall not be considered as Force Majeure Event under this Agreement.

“Intellectual Property” means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including patents, trademarks, copyright, integrated circuits, trade secrets, know how, design rights, discoveries, ideas, concept notes, business methods, software codes (including source code, object code executable file) and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests;

"Materials" includes source codes, concepts, documents, property, information and the subject matter of any category of Intellectual Property (including all associated documents, data, libraries, tools, and other items and materials necessary or desirable to enable any person or its agents/contractors to fully understand, use, modify and maintain such Intellectual Property);

“NABARD Data” means any information or material:

- a. disclosed or submitted, directly or indirectly, to the Service Provider or its Authorised Representative(s) by NABARD in order to perform or in connection with the Support Services;
- b. learnt or generated or obtained by the Service Provider or its Authorised Representative(s) as a result of performing the Support Services; and
- c. which shall include information relating to NABARD’s customers, technology, operations, facilities, consumer markets, products, capacities, procedures, security practices, business affairs and other proprietary information,
- d. in any media whatsoever (including electronic) and in each case which is in the possession, custody or control of the Service Provider or and as such data is modified, added to or stored from time to time.

“Personnel” shall mean NABARD’s employees, executives, board members or individuals engaged in day to day business of NABARD or as may be designated by NABARD; **“Project”** the design, and implementation of the [*], by the Service Provider and maintenance, support and upgradation thereof, pursuant to the Principal Agreement;

“Recipient” means the Party receiving Confidential Information;

“Reports” means information from the services in desired format.

"Response Time" means the elapsed time between the receipt of a Support Call and the target time within which Service Provider Support as verified by a written confirmation to NABARD.

"Resolution Time" means the time between the receipt of a Support Call and the target time within which Service Provider resolves the issue as verified by a written confirmation to NABARD.

“Scheduled Business Operation Hours” of NABARD is from 8:00 AM to 8:00 PM (IST) from Monday to Friday.

“Service” means any installation, support which makes good of failed service either pre agreed or requested by NABARD

“SLA” – SLA means this Service level Agreement which defines the services provided, the indicators associated with these services, acceptable and unacceptable service levels, liabilities on the part of the Parties and actions to be taken in specific circumstances.

“Support Services” means the services to be provided by the Service Provider to NABARD as set out in Clause () (*Support Service*) and Schedule () of this Agreement;

“Support” means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the software and maintenance of the desired Service Levels to provide quality customer service to NABARD.

“Support Term” is the period starting from the date of this Agreement, consisting of (a) warranty duration, and (b) post-warranty Annual Maintenance of duration for the delivery of Support. It will also mean such further extensions or renewals undertaken in accordance with this Agreement.

“Service Levels” refers to the performance standards required to be complied with by the Service Provider in relation to providing the Support Services under this Agreement, including the standards as set forth in Schedule () and other standards in relation to the required availability, response times, etc. as may be mutually agreed to between the Parties;

“Third Party” means a legal entity, or person(s) that is not a Party to this Agreement, but does not include Affiliates;

“The software” means the any tools deployed either Off-the-shelf purchase or developed for the purpose of NABARD by any Service Provider

“Trouble Ticket” means the ticket raised by the Service Desk on receipt of notification by NABARD of any problem;

“UAT” means user acceptance testing to ensure that all features as agreed under the Principal Agreement.

“Upgrade” means an improved version of the whole or any part of the System.

“Vendor” means any Company or individual who bids for EOI/RFP/RFQ issued by NABARD

“Warranty Period” means a period of () months commencing

from the implementation of the (____) as per the terms of the Principal Agreement.

2. INTERPRETATION:

The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute / legislation. If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.

3. SCOPE OF DOCUMENT

This Agreement has been executed in relation to supply & delivery, implementation and support portion of the Project between the Parties. The detailed Service Levels have been set out in this Agreement in the Schedule (____)

This Agreement shall ensure the following:

- a) Establishment of mutual responsibilities and accountability of the Parties;
- b) Definition each Party's expectations in terms of services provided;
- c) Establishment of the relevant performance measurement criteria;
- d) Definition of the availability expectations;
- e) Definition of the escalation process; and
- f) Establishment of trouble reporting single point of contact;

4. SUPPORT SERVICES

The details of Support Services to be provided by the Service Provider in relation to the Principal Agreement referred to by NABARD, along with the respective Service Levels, are outlined in Schedule (____) to this Agreement. The Service Provider shall provide all other services, functions, responsibilities and tasks that are required for, and incidental to, the proper performance and provision of the Support Services expressly specified in Schedule (____).

4.1. Service Levels

The Service Provider shall comply with the relevant Service Levels set out in Schedule (____) of this Agreement. In the event, Service Level is not specified for any particular Support Services to be provided under this Agreement, the Service Provider's performance will be at par with the performance expectation of NABARD with respect to such Support Services.

4.2. Maintaining Service Levels

- 4.2.1** The Service Provider shall be responsible for implementing and operating

all measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels.

4.2.2 The Service Provider shall submit monthly reports on the __day of each calendar month to NABARD, with such details and in the format, as may be mutually agreed between the Parties, specifying compliance with the Service Levels.

4.2.3 Service Provider shall provide additional services including advisory and consultancy on such terms and conditions as may be mutually agreed between the Parties. These services shall be made available for such fee as shall be determined by the Parties basis on the time to be spent and materials required for such services.

4.3 Adherence to RBI directions, guidelines

The service provider shall strictly adhere to all directions issued by the Reserve Bank of India (RBI) in relation to the activities outsourced to the service provider by NABARD. The service provider shall regularly monitor and update its internal processes, policies, and procedures to ensure compliance with the latest directives and guidelines provided by RBI. Any modifications required to align with RBI directives shall be promptly implemented by the service provider to maintain compliance.

5. ANNUAL MAINTENANCE CONTRACT

5.1 On expiry of Warranty, Service Provider will provide AMC for the system software/hardware for a period of duration as agreed in the RFP. While NABARD and Service Provider agree that the Maintenance Term is for a minimum period of (___), the Agreement shall be automatically renewed on yearly basis, unless otherwise decided by NABARD by giving a 30 days' prior written notice to the other.

5.2 Service Provider shall offer comprehensive support under AMC, etc. supplied at Data Centre (DC) or Disaster Recovery (DR). The support will also cover proactive system health check and reporting. However, this monitoring shall require NABARD's permission with relevant access levels to the Systems.

5.3 AMC support shall be provided on 24 x 7 x 365 basis. The Support shall include parts replacement and associated efforts to perform the parts replacements.

5.4 Software Maintenance Services (Insert only for application/software): Software maintenance services include providing support for software deployed. This includes, bug fixing, applying patches and upgrades, fixing of vulnerabilities/ defects identified through VAPT exercise or IS Audit, fine tuning of databases based on Database Tuning exercise, etc. The Service

Provider shall ensure that during version upgrades and version migrations, customisations already done are carried over successfully.

- 5.5** The Service Provider shall maintain the application tuned for optimum performance and shall provide application utilization metrics (e.g., Process/Module names, no. of transactions executed, process execution time metrics, delayed process, abandoned processes, etc.)

6. AUDIT SERVICES

- 6.1** If it is desired by NABARD/Reserve Bank of India or its regulators or any regulatory authority of the country, the Service provider shall subject themselves to an audit/inspection of the systems and processes followed by the Service Provider for the product supplied to NABARD as also the processes/services, by which, support is being provided to NABARD, including support services, escalation methodologies, change management processes, etc. as per the risk parameters finalized by the Bank/ such auditors.
- 6.2** The Service Provider shall, whenever required by such Auditors/inspection team, furnish all relevant information, records/data to them. All costs for such audit/inspection shall be borne by the NABARD. No Audit or inspection will be allowed till Service Provider has received at least 5 business days' prior written notice for Audit or inspection conducted by NABARD, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.
- 6.3** Where any deficiency has been observed during audit/inspection of the Service Provider on the risk parameters finalized by the NABARD or in the certification submitted by the auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same within such timelines as prescribed by NABARD. The Service Provider shall provide certification of the auditor to NABARD regarding compliance of the observations made by the auditors/inspection team covering the respective risk parameters against which such deficiencies were observed
- 6.4** NABARD reserves the right to call and/or retain any relevant material information/reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the NABARD.

7. PERSONNEL AND INSPECTION OF RECORDS

- 7.1** The Service Provider shall coordinate with the Authorised Representatives of NABARD, for continuous monitoring and assessment by NABARD of the Support Services provided under this Agreement.
- 7.2** The Service Provider shall appoint sufficient number of individuals in order to ensure that the Support Services are provided to NABARD in a proper,

timely and efficient manner. The Service Provider shall provide NABARD with the names of the individuals who shall be involved in carrying out the Support Services and shall obtain approval in writing from NABARD before making any change in such team. The individuals appointed by the Service Provider shall be those indicated by the Service Provider under its response to the RFP. Any additional individual shall be appointed subject to prior written approval from NABARD.

- 7.3 The service provider shall promptly report material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) to NABARD within 30 minutes of such occurrence or upon becoming aware of them.
- 7.4 The Service Provider shall maintain electronic books of accounts, log-books, alerts and any other operating records that it may deem necessary in connection with the rendering of Support Services under this Agreement. The Service Provider shall retain all such electronic books of accounts and operating records relating to the Support Services for a period of 7 (seven) years after the expiry or earlier termination of the Agreement.
- 7.5 In order to enable NABARD to comply with Applicable Laws, the Service Provider shall furnish such documents and information, in addition to the books and electronic records maintained by the Service Provider in terms of Clause 7.3 (Personnel and Inspection of Records) above, as may be requested by NABARD, from time to time, in relation to the Support Services rendered by the Service Provider under this Agreement at its own cost.
- 7.6 Upon receipt of advance notice of 3 (three) Business Days from NABARD, whether during the Term or thereafter, the Service Provider shall permit NABARD and/or its Authorized person access to business premises related to services and to inspect the electronic records maintained by the Service Provider in relation to the Project
- 7.7 If required under Applicable Law, whether during the Term or thereafter, the Service Provider shall provide access to any Governmental Authority to inspect records, documents, books and accounts of the Service Provider maintained in relation to the Support Services rendered under this Agreement.
- 7.8 Manpower hiring – the duties/ obligations, regulatory compliance on the part of the Service provider, particularly compliance with respect to the Contract labour Act and other labour laws to be fulfilled by the Service Provider.
- 7.9 Data Migration: The Service Provider to extend all support required by the incoming vendor during the transition period to facilitate data migration to the new system. This would include but not necessarily be restricted to making

available artefacts relating to the data dictionary, both active and passive. In respect of existing reports in the system, artefacts relating to report structure, data validations and data sources to be made available to the satisfaction of NABARD. Further, support will be extended by the service provider for data migration relating to data base, application, storage and cloud migration.

8. SUPPORT BY NABARD

- 8.1** NABARD shall provide Service Provider with necessary access to NABARD's Personnel and its equipment, only as necessary for provision of Support Services by the Service Provider. This access includes the ability to dial-in to the equipment on which the Service is required and may also include the ability to obtain the same access to the equipment as those of NABARD's Personnel having the highest privilege or clearance level, strictly as necessary.
- 8.2** NABARD shall provide supervision, control and management of the use of the Support Services. In addition, NABARD shall implement procedures for the protection of information in the event of errors or malfunction of the equipment.
- 8.3** NABARD shall document and report all detected errors or malfunctions of any software or programs to the Service Provider. NABARD shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Service Provider.
- 8.4** NABARD shall appoint one individual who is knowledgeable in IT operations to serve as primary contact between NABARD and Service Provider regarding the registry and report of Support calls. The names of the said person shall be promptly intimated to Service Provider. All of NABARD's Support inquiries shall be initialized through these contacts.
- 8.5** NABARD shall annually review the financial and operational condition, security practices and control processes, performance during the year of the service provider to re-assess its ability to continue to meet outsourcing obligations in order to ensure its preparedness for business continuity.

9. WARRANTY

- 9.1.** Warranty support shall be covered for one year (*or more*) from the date the System is successfully rolled out completely in NABARD. During the warranty period, Service Provider will provide the On-Site Implementation Support for the software
- 9.2.** Warranty support shall be provided on 24 x 7 x 365 basis with predefined time lines during office Hours i.e. 9 AM to 6 PM and Beyond office hours as per administrative exigencies (As per agreed time lines).
- 9.3.** Service Provider will sign agreements with OEMs for any support services

required from them and shall be responsible for any SLA in this regard, which shall be agreed between NABARD and Service Provider.

- 9.4.** During the Warranty Period, Service Provider shall provide the Upgrades and Updates to be patched on to the systems.

10. Insolvency/resolution

- 10.1.** The service provider shall obligate itself to fully cooperate with the relevant authorities, including but not limited to the Reserve Bank of India (RBI) and any other appropriate regulatory or governmental entities, in the event of insolvency, resolution, or any similar proceedings involving NABARD.
- 10.2.** The service provider shall provide all necessary assistance and information requested by the relevant authorities to facilitate a smooth and orderly resolution process. This includes providing access to relevant records, systems, and personnel to aid in the resolution process.
- 10.3.** The service provider shall collaborate with NABARD and the concerned authorities to ensure minimal disruption to services during the resolution process. This cooperation shall extend to implementing measures that safeguard the interests of NABARD and its stakeholders, as directed by the relevant authorities.
- 10.4.** The service provider shall comply with any specific instructions or directives issued by the relevant authorities during the insolvency or resolution process.

11. TRAINING SERVICES (*Optional - only where Training explicitly indicated in RFP/Contract*)

- 11.1.** Service Provider to offer training to NABARD's employees as defined in the RFP on the software/hardware covering features, facilities, operations, implementation, trouble shooting, system administration, audit, MIS including report generation, etc.
- 11.2.** Service Provider shall provide handholding support during pre and post implementation and rollout phases with the adequate number of competent support persons for the period as specified in the RFP.
- 11.3.** Service Provider to provide manuals for reference in handling of operation and running the software/hardware etc.
- 11.4.** Training - While On-site training is the norm, web based training could also be considered keeping in view exigencies as decided mutually. Where Web based training is provided, on-site training could be considered at a later point. Online and offline content also to be part of Training set up and knowledge transfer. Simple and easy to understand short videos on various features, wherever needed; functionalities and workflows may be designed as ready reckoner to further accelerate the training process. SERVICE PROVIDER may need to coordinate and provide content for the development of e-learning modules of NABARD.

12. PERFORMANCE MEASUREMENTS

- 12.1.** Monitoring, tracking and providing reports on performance parameters as described in the Schedule(____) during the Warranty and Support period
- 12.2.** Providing services based on timelines and completion of the same as mentioned in the Schedule(____)
- 12.3.** Change Requests: Any change requests for applications would have to be first cleared by NABARD. After finalizing the proposed change, a Business Requirement Document(BRD) will be prepared followed by development, UAT testing and movement to production. The person day rate will remain the same during the project period and one year post the project period.

13. PERIODIC REVIEW PROCESS

This SLA is an operational document and will be periodically reviewed and changed when the following events occur:

- The environment has changed
- The customer's expectations or needs have changed
- Workloads have changed
- Better metrics, measurement tools and processes have evolved

The SLA will be reviewed at a minimum once per fiscal year. Contents of this document may be amended as and when required, provided mutual agreement is obtained and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

14. EXCLUSIONS

The Parties agree that the Support services will be provided only on the OEM Licensed products and services thereof and Service Provider shall not support software that is altered or modified independently by NABARD, or any combination of any with other services, which are not covered under the SLA Agreement.

Support by Service Provider shall not include, by default but may provide at additional cost, if solicited by Bank -

- a) the restoration of any service that has been lost due to the failure of NABARD
- b) the correction of any error, malfunction or fault in the Software due to a failure on the part of NABARD to operate the System in accordance with the Technical Documentation provided by Service Provider.
- c) the correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.
- d) the correction of any error due to input error from any other software that is/has been interfaced with the Licensed Software.

15. ADDITIONAL SERVICES

- 15.1.** Service Provider may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis.
- 15.2.** Bank regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the system. The Service Provider shall make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period. The vulnerabilities so identified may be fixed by the Service Provider within the predefined timeline as follows:
- A. All Critical & High category Vulnerabilities – To be fixed at the earliest with highest priority and within 30 days of informing.
 - B. All Medium Category Vulnerabilities – Within 45 days of informing
 - C. All Other category vulnerabilities – Within 90 days of informing
- 15.3.** In cases of Service Provider dealing with applications hosted over third-party infrastructure outside NABARD DC, necessary logs generated by the applications to be provided by the Service Provider to the Bank on a quarterly basis or whenever needed by the Bank (whichever is earlier).

16. INTELLECTUAL PROPERTY OWNERSHIP

Each Party agrees that it will not have any ownership claim in the other Party's Background Intellectual Property; and grants the other Party and the Third Party sub-contractor appointed in terms of Clause (Appointment of Sub-contractors), a non-exclusive, royalty-free license for the use of any Background Intellectual Property made available by the granting Party for the purpose of carrying out the Support Services.

17. CONFIDENTIALITY

- 17.1.** The service provider shall adhere to the provisions of the Information Technology Act, 2000, along with other applicable legal requirements and standards to safeguard and protect NABARD's and its customers data.
- 17.2.** The service provider shall furnish comprehensive details regarding the data captured, processed, and stored, pertaining to the NABARD and its customers, upon request from the NABARD or its authorized representative. This information shall be provided in a clear, structured manner, outlining the nature, volume, usage, and security measures in place for said data.
- 17.3.** The service provider shall implement robust controls to maintain the confidentiality of data belonging to NABARD and its customers. These controls shall adhere to the requirements and standards set forth by the Information Technology Act, 2000, and any other relevant Indian laws or regulations pertaining to data privacy and security.

- 17.4.** In the event of a security breach resulting in the unauthorized access, disclosure, or leakage of NABARD's or its customers' information, the service provider shall be held liable to NABARD for any resulting damages, losses, or legal implications. The service provider shall take immediate corrective action and bear the financial and legal responsibility for mitigating the breach and restoring the security and integrity of the affected data.
- 17.5.** The service provider shall cooperate fully with NABARD and any relevant Indian regulatory authorities in investigating the breach, providing necessary information, and ensuring compliance with applicable laws and regulations
- 17.6.** All data captured and reported by Service Provider to the Bank in connection with terms of this agreement shall be deemed to be “Confidential Information” for the purpose of this clause and cannot be disclosed by Service Provider without written consent of Bank. Likewise, any information provided by Bank in terms of this agreement shall also be deemed to be ‘Confidential Information’ for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to Bank) should be returned back to the other party. Likewise, the data captured by Service Provider and retained by Service Provider is purely for providing service and based on the agreement entered into with the Bank. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Service Provider will be property of the Bank. The Provision of Confidential Information shall survive termination or expiration on this agreement.
- 17.7.** Service Provider shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABARD's information and data in its possession and to prevent unauthorized access thereto or use thereof.
- 17.8.** Bank or its affiliates will not use any available decoder for decoding the .exe file for the mobile application shared by Service Provider and use the software code thus obtained for any purpose.

18. SUBCONTRACTING

- 18.1.** Service Provider may engage the services of sub-contractors to perform any of its duties with the prior written permission of NABARD. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve Service Provider of responsibility for their due performance.
- 18.2.** The service provider shall provide NABARD detailed information about third parties engaged in its supply chain upon NABARD's request. This information shall include the names of the third parties, their roles, responsibilities, and any relevant activities performed by them in connection

with the services provided to NABARD.

- 18.3.** The service provider shall ensure that these third parties adhere to the same level of confidentiality, security, and compliance standards as specified in this Service Level Agreement. The service provider shall remain responsible and accountable for any breach of confidentiality, security, or non-compliance by these third parties in connection with the services provided to NABARD.
- 18.4.** The service provider shall be contractually liable for the performance and risk management practices of its sub-contractors involved in the provision of services to NABARD. The service provider shall exercise due diligence in selecting and engaging sub-contractors and shall ensure that they possess the requisite expertise, capability, and compliance with applicable laws and regulations.
- 18.5.** The Service Provider shall ensure that the sub-contractor is bound by the terms of this Agreement as applicable. A copy of contract details entered between Service Provider and sub-contractor to be made available by the Service Provider to NABARD within 30 days of engaging the sub-contractor.
- 18.6.** Service Provider agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NABARD.
- 18.7.** If the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this agreement shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this Agreement.
- 18.8.** NABARD, including its' auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another Service Provider.
- 18.9.** The Service Provider shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

19. LIMITATION OF LIABILITY

- 19.1.** Service Provider liability to meet the SLAs is limited to __% cost of agreement during the year of warranty period and later the total AMC cost of duration of the AMC period in which the liability event occurred.
- 19.2.** Notwithstanding anything to the contrary contained anywhere in this Agreement, NABARD shall not be liable to the Service Provider for any special, consequential, incidental, exemplary, punitive, or indirect damages arising from, relating to, or in connection with this Agreement or any

Schedules, Annexures or attachments hereto including, without limitation to, any damages resulting from loss of profits, loss of savings, loss of business, loss of use, or loss of data, arising out of or in connection with this Agreement or of any other obligations relating to this Agreement, whether or not the Party has foreseen or been advised of the possibility of such damages as well as for costs of procurement of substitute services by anyone.

20. REPRESENTATIONS, WARRANTIES AND COVENANTS

20.1. Service Provider hereby represents and warrants to NABARD that:

- 20.1.1.** it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organisation;
- 20.1.2.** it has taken all necessary actions, corporate or otherwise, as applicable to it to authorize or permit the execution, delivery and performance of this Agreement and the transactions contemplated hereunder, and this Agreement when executed and delivered by it is a valid and binding obligation of such Party enforceable in accordance with its terms;
- 20.1.3.** neither the execution, delivery and performance of this Agreement, nor the performance of the transactions contemplated in the Agreement by it, will
 - (i) constitute a breach or violation of its charter documents, (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a default under or breach of performance of any obligation, agreement or condition that is applicable to it, (iii) contravene any provision of any Law applicable to it, or (iv) require the consent of any Third Party, including any Governmental Authority, by it other than as set out in this Agreement;
- 20.1.4.** there are no claims, investigations or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to it, which could reasonably be expected to prevent it from fulfilling its obligations set out in this Agreement; and
- 20.1.5.** it is not bankrupt or insolvent under the Applicable Laws of its jurisdiction and there are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.
- 20.1.6.** Service Provider shall provide the Support Services in accordance with the generally accepted industry standards and practices relating to such Support Services and in accordance with requirements specified by NABARD in writing;

- 20.1.7.** the Service Provider has the requisite infrastructure, facilities and systems, including adequate skill, know-how, and manpower to fulfill its obligations under this Agreement on its own and shall undertake all Support Services and obligations under this Agreement on a first priority basis;
- 20.1.8.** Service Provider shall exercise highest standards of skill, care, and due diligence in performance of its Support Services and obligations under this Agreement;
- 20.1.9.** Service Provider has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Support Services under this Agreement consistent with the standards agreed hereto;
- 20.1.10.** The Service Provider shall provide Support Services in accordance with the specifications set out under this Agreement;
- 20.1.11.** Service Provider will not violate the Intellectual Property Rights of Third Parties whilst providing the Support Services;
- 20.1.12.** the Service Provider shall provide Support Services in the premises of NABARD or in an enclosed environment wherein no third party or any employees of the Service Provider will have access to such premises. Only such personnel/ Third party sub-contractors (as per Clause) of the Service Provider who are working to or engaged for providing the Support Services under this Agreement between the Service provider and NABARD shall have the restricted access to such enclosed environment.
- 20.1.13.** the Service Provider shall ensure that the employees of the Service Provider/ Third Party sub-contractors who are engaged in providing the Support Services under this Agreement shall have executed/ execute such confidentiality documents as may be required by NABARD and shall have confidentiality obligations not lesser than those prescribed under this Agreement.
- 20.1.14.** The Service Provider shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed / engaged by the Service Provider and shall be solely responsible for any and all claims, payments and benefits payable to such personnel employed by the Service Provider.
- 20.1.15.** The Service Provider further undertakes to exercise all due diligence with regard to and shall maintain strict controls and physical and digital safeguards in connection with the Support Services.
- 20.1.16.** any material, codes, applications, front ends, etc created, developed or being used for providing the Support Services under this Agreement

shall not be shared with or shown to or discussed with any other entity whatsoever, for any purpose including any development, sales pitch, demonstration or publicity or as examples or otherwise.

- 20.1.17.** no representation or warranty by it contained herein or in any other document furnished by it to NABARD or to any government instrumentality in relation to the Support Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.
- 20.1.18.** no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or Personnel of NABARD in connection therewith.
- 20.1.19.** The Service Provider shall not, whether during or after the Term of this Agreement, make any announcements or statements to any person that are or may be derogatory, defamatory or prejudicial to NABARD, or any of its Affiliates, directors, Personnel, officers, agents or advisors, in any manner.
- 20.1.20.** Appropriately qualified personnel appointed by the Service Provider shall perform Support Services as listed in Schedule () with due care and diligence and to such high standards of quality as it is reasonable for NABARD to expect in all the circumstances post the expiry of this Agreement.

21. WARRANTIES POST SLA EXPIRY

SERVICE PROVIDER warrants that the Support services will be performed by appropriately qualified personnel with due care and diligence and to such high standards of quality as it is reasonable for Service Provider to expect in all the circumstances post the SLA expiry.

22. NOTICES

Any notice or other information required or authorized to serve under these SLA shall be in writing, in English language, to be delivered by hand, email, courier or registered post. **In case of post or courier, any notice shall be deemed to have been given on the seventh day after the envelope containing the notice was**

posted. The proof that the notice was properly addressed and is not returned to the sender shall be sufficient evidence that the notice or information has been duly given. Either party may change its address, telephone number or email-ID for notification purposes by giving the other party fifteen (15) days' notice of new address, telephone number or email id and date upon which it will become effective.

All communications will be addressed as follows (unless changed by written notice):

Address of NABARD Name & Designation: Postal Address/Office Address: Contact No. Copy Sent to:	Address of Service Provider Name & Designation: Postal Address/ Office Address: Contact No. Copy Sent to:
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23. INDEMNIFICATION

23.1. Service Provider shall indemnify and agrees to defend and to keep NABARD and its Affiliates and agents, officers, directors, employees successors and permitted assigns indemnified, from any and all Losses suffered arising from, or in connection with, any of the following:

- 22.1.1.** the non-performance and non-observance of any of the terms and conditions of this Agreement by the Service Provider;
- 22.1.2.** acts or omissions of the Service Provider which amount to negligence or willful misconduct;
- 22.1.3.** any infringement or alleged infringement by the Service Provider of a Third Party's Intellectual Property;
- 22.1.4.** any infringement or alleged infringement by the Service Provider of NABARD's Intellectual Property and/or Material
- 22.1.5.** failure by the Service Provider to fulfill its obligations under any applicable Law.

23.2. The Service Provider shall, at his own expense, defend and indemnify NABARD against any Losses in respect of any damages or compensation payable in relation to any non-compliance with Applicable Law including (i) non-payment of wages, salaries, remuneration, compensation or the like and (ii) any Losses arising out of or in relation to any accident or injury sustained or suffered by the Service Provider's workmen, contractors, sub- contractors, Service Providers, agent(s), employed/ engaged otherwise working for the Service Provider or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Service Provider.

23.3. The rights of NABARD pursuant to this Clause (Indemnification) shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to NABARD at equity or Law including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

24. TERM AND TERMINATION

24.1. Term

This Agreement shall commence on and from the Effective Date and shall remain valid until the subsistence of the Principal Agreement (including all renewals thereof) ("**Term**"), unless terminated earlier in accordance with Clause (Termination).

24.2. Termination

24.2.1 Order Cancellation/ Termination of Contract

NABARD reserves its right to cancel the entire/ unexecuted part of Purchase Order at any time by without assigning appropriate reasons in the event of one or more of the following conditions:

- a. Delay in Implementation of the Project beyond the specified periods for reasons solely ascribed to the Service Provider.
- b. Serious discrepancies noted in the implementation of the project.
- c. Breaches in the terms and conditions of the Purchase Order.
- d. Project adversely affecting the Core Systems or Core Business of the NABARD and the normal functioning of the Offices of NABARD.
- e. If Service Provider fails to upgrade any or all of the critical hardware /software within the period(s) specified in the Contract or within any extension thereof granted by the NABARD.
- f. If Service Provider fails to perform any other obligation(s) under the Contract.
- g. If Service Provider is not providing after sales and maintenance services and the calls are not attended for three or more occasions, NABARD is at liberty to terminate the Contract by giving 30 days' 'Notice'. If Service Provider provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.
- h. In addition to the cancellation of purchase order, NABARD reserves its right to invoke the Performance Bank Guarantee given by the Service Provider after giving notice.
- i. Termination in all circumstances will mean a proper transition with data transfer in a readable format along with all knowledge documents. Transition to take within a month unless extended by mutual consent.
- j. NABARD, without prejudice to any other remedy for breach of contract, by giving 30 days' written notice of default sent to Service Provider and if Service Provider fails to cure the default within the notice period, may terminate this Contract in whole or in part.

24.2.2 EFFECT OF TERMINATION

- a. Service Provider agrees that it shall not be relieved of its obligations under the Reverse Transition Mechanism notwithstanding the termination of the Contract/assignment. Reverse Transition Mechanism would typically include service and tasks that are required to be

performed /rendered by Service Provider to NABARD or its assignee to ensure smooth handover and transition of NABARD's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.

- b. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- c. Service Provider agrees that after completion of the Term or upon earlier termination of the Contract/assignment Service Provider shall, if required by NABARD, continue to provide warranty services to the NABARD at no less favorable terms than those contained in RFP/Agreement. In case NABARD wants to continue with the Service Provider's service after the completion of this contract then Service Provider shall offer the same or better terms to NABARD. Unless mutually agreed, the rates shall remain firm.
- d. NABARD shall make such prorated payment for services rendered by Service Provider and accepted by NABARD at the sole discretion of NABARD in the event of termination, provided that Service Provider is in compliance with its obligations till such date. However, no payment for "costs incurred or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to Service Provider.
- e. Notwithstanding the termination or expiry of this Agreement, all rights granted to NABARD pursuant to this Agreement shall survive.
- f. Each Party shall:
 - i. promptly, at the other Party's sole option and request, return to the requesting Party or destroy (and certify in writing to such destruction) any and all Confidential Information of the requesting Party, whether in written or electronic form, and neither Party shall retain any copies, extracts, derivatives, or other reproductions of the Confidential Information of the requesting Party (in whole or in part) in any form whatsoever;
 - ii. take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by the requesting Party, which include or reflect the Confidential Information of the requesting Party, are destroyed.

24.2.3 Termination of this Agreement (except as otherwise agreed to by the Parties) shall not release any Party hereto from any liability or obligation in respect of any matters, undertakings or conditions which shall have been done, observed or performed by that Party prior to such termination or which, at the said time

has already accrued to the other Party. However, nothing herein shall affect, or be construed to operate as a waiver of, the right of any Party hereto aggrieved by any breach of this Agreement, to compensation for any injury or damages resulting therefrom which has occurred either before or after such termination.

25. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 25.1.** This Agreement shall be governed by the laws of India.
- 25.2.** Any dispute, difference or claim arising out of or in connection with the Agreement which is not resolved amicably shall be decided in accordance with the dispute resolution procedure as set out in the RFP.
- 25.3.** All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives (“Settlement Period”).
- 25.4.** In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- 25.5.** The seat & venue of the same shall be in _____(as agreed in RFP)
- 25.6.** All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at _____only and Courts in _____only shall have jurisdiction to determine the same.
- 25.7.** The language of the proceedings shall be in English.
- 25.8.** Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction
- 25.9.** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party’s specified address. The same has to be acknowledged by the receiver in writing.
- a. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
 - b. For the purpose of all notices, the following shall be the current address:

The Chief General Manager
National Bank for Agriculture and Rural Development

26. INDEPENDENT CONTRACTOR

This Agreement does not set up or create an employer/employee relationship, partnership of any kind, an association or trust between the Parties, each Party being individually responsible only for its obligations as set out in this Agreement. Parties agree that their relationship is one of independent contractors. Neither Party is authorised or empowered to act as agent for the other for any purpose and neither Party shall on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other. Employees/workmen of neither Party shall be construed or treated as the workmen/employees of the other Party or place any obligation or liability in respect of any such workmen/employee upon the other Party, including without limitation, worker's compensation, disability insurance, leave or sick pay.

27. ESCROW ARRANGEMENT *(Optional - to be included in cases where software is purchased/developed)*

NABARD and (insert name of Service Provider) agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/ procured by (Service Provider) to NABARD in order to protect its interest in an eventual situation. NABARD and the service provider shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of source code and the obligations of the escrow agent. Costs for the escrow will be borne by the Service provider. As part of the escrow arrangement, the service provider will provide a detailed code documentation of the solution, which has been duly reviewed by an external independent organisation for its validity.

28. FEES

The Service Provider agrees and acknowledges that the amounts paid under the Principal Agreement shall be the full and final consideration for the Support Services rendered by the Service Provider under this Agreement and the Service Provider shall not be entitled to any additional amounts.

29. FORCE MAJEURE

- 29.1.** No Party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent the default or delay is

caused, directly or indirectly, by Force Majeure and provided that the non-performing Party could not have been prevented such default or delay.

- 29.2.** The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 24 hours after the start of such non-performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if NABARD determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the Service Provider, then NABARD may terminate this Agreement effective immediately upon delivery of notice of termination to the Service Provider.

30. LIQUIDATED DAMAGES

- 30.1.** NABARD shall be entitled to recover liquidated damages as set out in Schedule () from the Service Provider for breach of Service Levels.
- 30.2.** Except as otherwise specified under Schedule (), if the Service Provider fails to deliver any Support Services or meet any Service Levels under this Agreement, NABARD shall be entitled to liquidated damages of a sum equivalent to 0.5% percent per week or part thereof of the unperformed services subject to maximum of 10% of the unperformed services for that particular location. In case of undue delay beyond a period of 15 days unless otherwise waived by NABARD, NABARD at its discretion may consider the delay as a ground for termination of the Agreement.
- 30.3.** NABARD reserves the right to impose / waive any such liquidated damages. Parties agree that the liquidated damages constitute a genuine pre-estimate of the damages, losses, likely to be suffered by NABARD in the event of breach by the Service Provider of the terms hereof.
- 30.4.** NABARD may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the Service Provider in its hands (which includes NABARD'S right to claim such amount against the Service Provider's bank guarantee under the Principal Agreement) or which may become due to the Service Provider. Any such recovery of penalty shall not in any way relieve the Service Provider from any of its obligations to complete the Support Services or from any other obligations and liabilities under this Agreement.

31. MISCELLANEOUS

- 31.1.** This agreement shall be effective for a period of years from to ("Term") unless terminated as per the clause provided in this agreement.
- 31.2.** All the terms and conditions stipulated in the RFP dated regarding are considered

as part and parcel of this agreement.

- 31.3.** Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.
- 31.4.** Either party or its employees and representatives shall not use the name and/or trademark/logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.
- 31.5.** Terms of Payment: In consideration of the Services and subject to the provisions of the RFP and this Agreement, the Bank shall pay the amounts in accordance with the Terms of Payment Schedule of the Purchase Order.
- 31.6.** Service Provider shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.
- 31.7.** Service Provider will not release any factual information concerning these SLAs Agreement to any person/news media without prior permission of NABARD.

THIS AGREEMENT shall be executed in two numbers, one will be kept with NABARD and the other with **__(Service Provider)_____**.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers have caused this Agreement to be duly executed and delivered as of the date first above written.

NABARD_____ (Name of Service Provider)_____

Signature:_____ Signature:_____

Name : Name:

Title : Title :

Place : Place :

Date : Date :

WITNESS

Signature : _____

Name :

Address :

WITNESS

Signature : _____

Name :

Address :

SCHEDULE - Part A

Project Management

1. The Service Provider shall manage the delivery and implementation of the _____ in a structured, organized, and cost-effective manner.
2. Project Management Service Levels

Type	Measurement	Liquidated Damages
Project Delivery	Delay in Project delivery as per the timelines agreed under the Principal Agreement.	0.5% of the Contract Price for each calendar week of delay
Project Milestones	Delay / failure in milestone completion / installation / implementation after Project delivery as per the timelines agreed under the Principal Agreement.	0.5% of the order value of the relevant deliverables / milestone for each calendar week of delay.
Sprint Outcomes (for Agile Projects)	Total elapsed days from the start to the end of sprint are greater than planned. or Functionality planned for a sprint is not delivered or documented.	15% of the Contract Price
Documentation Updates (both technical and functional)	Service Provider provides documentation later than 1 week after UAT is completed.	0.5% of the order value of the relevant deliverables, for each calendar week of delay

3. NABARD shall at its sole discretion determine the order value of the relevant deliverable for the purpose of calculation of liquidated damages in case of failure of compliance with the Service Levels as set out above.
4. The overall liquidated damages payable by the Service Provider during the implementation of the _____ shall be a maximum of 10% of the Contract Price.
5. The “**Project Price**” for calculation of liquidated damages is the order value of a particular deliverables excluding AMC charges and facilities management charges.

Part B

Project Quality Levels

1. The Service Provider shall apply appropriate process and practices in order to deliver high quality services/solution to NABARD.
2. Software Quality Service Levels

Type	Measurement	Liquidated Damages

PART C

Support Service

1. All queries/issues raised shall be categorized into Critical, Semi-critical and non-critical in nature. The criteria, timeline for resolution and penalties are as under:

Importance	Criteria	Indicative Business loss
Critical	The identified issue has material business impact and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of most or all critical services to all offices.	Business can't be transacted due to unavailability of services leading to Financial, reputation and effort from all stake holders
Semi-Critical	The identified issue has significant business impact and needs to be taken up on top priority. This level would typically correspond to issues that result into disruption of one or more critical services to all offices	Services to Bank stakeholders impacted, including remittance made and received during the time of interruption, which has major impact to Bank's stakeholders.
Non- Critical	The identified issues have almost no impact in terms of business. However, issue needs the attention of SI and shall be fixed on lesser priority.	Business continues to operate at less efficiency and Officers and Stakeholders are unable to discharge regular duties completely.

2. Type of support mode

a. Support mode

The proposed scope for type of Support and mode to be provided by Vendor is as under:

Support mode	Description	Remarks
Email	Auto trigger of e-mail or user raised request by e-mail to designated e-mail ID	<i>As applicable</i>
Call	Call the specific service number for logging any issue, follow up or escalation	<i>As applicable</i>
Chat	Support request by chat, if available	<i>As applicable</i>
Visit	Service Engineer visiting the site for resolution of concern	<i>As applicable</i>
Remote Support	Provide remote access by VPN for authorized personnel for immediate remediation or be available on call	<i>Need based</i>

b. Support Window

Support window	Description	Remarks
Support Window	Time defined for any service requests for remediation	Email 24Hrs, Call – 9 AM to 6 PM
Support days	Time defined for any service requests for remediation	24 x 7 (Excluding Holidays & Sundays unless any administrative exigencies arise)

c. Resources (Project specific)

The service provider shall categorize skilled resources directly involved in the provision of core services as 'essential personnel.' These individuals, with specialized skills and expertise critical to core service operations, shall be designated as necessary for the continued operation of essential functions during exigencies, including pandemic situations.

In the event of exigencies, such as pandemics or other emergencies, the service provider shall establish a clear protocol for identifying and managing 'essential personnel.' This protocol shall outline the process for determining the limited number of staff required to operate critical functions on-site and shall include appropriate backup arrangements to ensure uninterrupted service delivery.

d. Support Escalation

All incidents that exceed the response time will be escalated to the escalation contacts listed below for Bank and Vendor under the Escalation Matrix:-

Name	Designation	Phone	E-mail

Any change in the escalation contacts will be mutually discussed and agreed upon by the Parties.

e. Penalties

Penalties for not maintaining the desired service levels

- i. For every month of delay attributable to the SERVICE PROVIDER beyond 2 months, a *penalty @10%* of the order value or based on the table below may be imposed.

- ii. Service Provider shall maintain the service levels specified herein. In case these service levels are not maintained, it shall result in a breach of contract and invoke imposition of penalty.
- iii. The penalty for the breach in agreement of all above services would be as follows and the same be changed, if the impact has significant loss to the Bank:

Category	Penalty
Critical	Rs.3000/- for every hour of delay (Number is indicative, to be arrived at on case to case basis)
Semi-Critical	Rs.2000/- for every hour of delay (Number is indicative, to be arrived at on case to case basis)
Non-Critical	Rs.1000/- for every hour of delay (Number is indicative, to be arrived at on case to case basis)

- iv. Total of such penalties shall not exceed
 - (a) **10%** of the software cost of the project for 5 years.
 - (b) Total AMC cost for the next four years (*Time period may vary depending on the terms agreed in the RFP*)

PART D

System Maintenance & Support Services: The bidder shall ensure the following without any failure:

- **Uptime:** Minimum 99.9% uptime for the website.
 - **Response Time:** Maximum 4 hours for critical issues, 8 hours for non-critical issues.
 - **Resolution Time:** 24 hours for critical bugs, 48 hours for others.
 - **Page Load Time:** Maximum 3 seconds for 95% of pages under normal conditions.
1. **Penalties for Non-Compliance:** Penalties upto 5% of monthly AMC for each SLA violation to ensure accountability.
 2. **Performance Testing:** The selected service provider should conduct load and stress testing to support a minimum of 10,000 concurrent users during peak events.
 3. **Project Governance Framework:** Specifying a governance structure, including:
 - Regular status meetings (e.g., weekly during development, monthly during maintenance).
 - Steering committee with NABARD and vendor representatives to oversee progress.
 - Milestone-based reviews to track deliverables.

Non-Disclosure Agreement Form

(to be signed on stamp paper) (On Bond Paper Value of ₹200/-)

This Non-Disclosure Agreement made and entered into at this day of 2024 BY AND BETWEEN Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Implementation partner, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered office at NABARD Head Office, C-24, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 (hereinafter referred to as "NABARD" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The Service Provider and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal/GeM Bid to appoint a Service Provider for _____, the scope of which is specified in Tender/Bid Ref No. _____ and whereas _____ (Name of Vendor) has through an NIT/GeM bid process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Service Provider some Confidential Information (as hereinafter defined), to enable the Service Provider to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

2. The Service Provider is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this NIT or otherwise shall remain confidential.

3. The Service Provider is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.

4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and NABARD granting the Service Provider and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information

(i)“Confidential Information” means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the Service Provider during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Service Provider to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

Confidential Information” also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design

delivery, and information received from others that Disclosing Party is obligated to treat as confidential.

Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

(iii) “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

iv) The Service Provider may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.

Confidential Information does not include information which:

(a) Is or subsequently becomes legally and publicly available without breach of this Agreement.

(b) was rightfully in the possession of the Service Provider without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information

herein above mentioned and are applicable to the information in the possession of the recipient.

(c) was rightfully obtained by the Service Provider from a source other than NABARD without any obligation of confidentiality,

(d) was developed by for the Service Provider independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event Service Provider is legally compelled to disclose any Confidential Information, Service Provider shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Service Provider shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure The Service Provider shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Service Provider who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Service Provider shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Service Provider agrees to notify NABARD

immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information.
- g) Capital adequacy computation workings

3. Publications

The Service Provider shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Service Provider hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or

modules thereof. The Service Provider further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Service Provider agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by NABARD to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

7.1. The Service Provider acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Service Provider will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees).

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges

b. Change of personnel assigned to the job

c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.

d. Termination of contract

7.5. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or

advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the consultants to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the consultant and shall not be disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

BUYER

Name of the Officer

Designation

NABARD

BIDDER

Chief Executive Officer

Organisation

Witness

1. _____

2. _____

Witness

1. _____

2. _____

1. Introduction

This document is an electronic record published by GeM under the provisions of the Information Technology Act, 2000 and the rules made there under (as applicable) and shall act as valid agreement between Seller / Service Provider and Buyer. Further the use of GeM Portal for Sale / Purchase of Goods / Services and the **resulting Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC), Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement) and BID/Reverse Auction Specific Additional Terms and Conditions (ATC) as applicable).**

Government EMarketplace (GeM) is the National Public Procurement Portal; an end-to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. The portal is owned and managed by GeM SPV which is a Section 8 (Non- Profit) Company registered under the Companies Act, 2013. GeM SPV operates, monitors and supervises all the business transactions on the portal through the Managed Service Provider as per defined roles and responsibilities.

2. General Terms and Definitions:

- a. **“APPLICABLE LAWS”** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy or other governmental restriction as may be in effect.
- b. **“GOODS”** shall mean an Article / product or an intangible product like software, technology transfer, licenses, patents or other intellectual properties being offered for sale on the GeM portal by Seller(s) on GeM. The term ‘Goods’ shall also include works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and guarantee / warranty obligations as defined in the scope of supply given in the contract.

Note: If nothing contrary is specified in the contract and in the detailed specification of products given in contract, the scope of contract shall be supply of Goods on free delivery to consignee basis.

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- c. **“SERVICES”** shall mean the services offered or provided by the Seller such as IT Professional Services, Manpower Services, Security Services, Transport Services, etc. listed as Services on GeM. The term ‘Service’ shall also include supply of goods / articles which are incidental or consequential to the provisioning of such Services as defined in the scope of supply given in the contract.
- d. **“SERVICE LEVEL AGREEMENT (SLA)”** shall mean the Contractual Commitment that prevails between the Buyer and the Service Provider with regard to type of service to be provided, deliverables, desired performance level, reliability and responsiveness, monitoring process and service level reporting, response and issue resolution time-frame, repercussions / penalties / remedies for service provider not meeting its commitment. The SLA of a particular contract may carry the matrix regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.
- e. **“CATEGORY SPECIFICATION”** shall mean the framework of technical features, functional capabilities, technical properties, certifications of the items etc. in a particular category. The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers while offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers cannot add parameters and / or drop down values not provided for in category Specification. If any Buyer / Seller desire to add new parameter, value, validation etc. against any category specification, they have to raise request for the same to GeM for incorporation in Category Specification.
- f. **“BUYER”** is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State/PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by Sellers on GeM.
- g. **“SELLER / SERVICE PROVIDER”** on GeM shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society’s Act / Statutory Bodies etc., registered on GeM to sell its Good(s) / Service(s) to the Buyers registered on GeM.

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The “Seller on GeM” will be either OEM (Original Equipment Manufacturer*) or Seller having authorization to sell products manufactured by the OEM in open market or Licensed manufacturer under Drugs & Cosmetics Act, 1940 or Seller without OEM authorization inline with Quadrant policy of GeM.

* OEM is the owner of the Brand / Trademark of the product being offered or in case of un-registered brand's products / products with own brand, the actual manufacturer of the final product. To be recognized as an OEM on GeM, seller has to get Vendor Assessment Report from designated agency (unless exempted as per GeM VA policy) as per due process of vendor assessment notified on GeM portal (which would include production of documentary evidences and demonstration of manufacturing facilities and / or capabilities as required).

In case of Services related to Goods, Service Provider on GeM will be either OEM or Service Provider having authorization to Service products manufactured by that OEM in open market. In respect of other Services, Service Provider on GeM will be any legal entity offering its services.

By registering on GeM portal, Seller / Service Provider hereby agrees to be bound by these General Terms and Conditions for Sale / Purchase of Goods and / or Services (GTC); Product / Service Specific Special Terms and Conditions (STC) and Service Level Agreements (SLAs) for various Services; and Additional (Bid Specific) Terms and Conditions (ATC) as applicable. For the purpose of this document and transactions on GeM, Seller as well as Service Provider will be referred to as “Seller”.

- h. **“USER ID and PASSWORD”** All users including Buyers and Sellers (primary as well as secondary) will get User ID and Password created on GeM following due registration process defined on GeM. It is the responsibility of the user to keep their User ID and Password secure and confidential. Individual user shall be solely and completely responsible for all transactions taking place on GeM portal using his / her User Id and Password and GeM shall not be responsible in any manner.
- i. **“LICENSE”** shall mean by registering the Seller and by offering Product / Service details on GeM and by participating in Bids floated on GeM, the Seller grants GeM a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, distribute, and/or display publicly the content / materials / documents which has been submitted to GeM and / or GeM Buyer(s) during registration / bid participation excluding Aadhaar Number. In case of registration of Primary user and creation of secondary user(s) by the Buyer/Seller, their Aadhaar (UID) details collected by GeM are solely for user verification and to apply e- signing on the documents. The e-sign is at par with digital signatures as per Information Technology Act Amendment 2008 and it works based on details available

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in Aadhaar database of UIDAI and there is no interference / intrusion in their personal details.

- j. **“CONTRACT”** shall mean the purchase order created / issued by the Buyer on GeM for supply of Goods / Services in electronic form which includes scope of supply, delivery instructions and specifications, etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC, as the case may be.
- k. **“BID SECURITY”** (also known as Earnest Money Deposit) shall mean Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form as defined in the bid document, safeguarding the purchaser’s interest in all respects.
- l. **“PERFORMANCE SECURITY”** shall mean Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form as defined in the bid document safeguarding the purchaser’s interest in all respects.

3. Role, Responsibilities and Obligations of Buyer / Seller / Service Provider:

A. Role and Responsibilities of Sellers / Service Providers on GeM are as under:

- i. Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.
- ii. Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.
- iii. Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.
- iv. The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its

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actions and also for any liability arising out of such actions.

- v. Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.
- vi. The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.
- vii. The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM.
- viii. GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as PAN, MCA 21, Udyam Registration, etc. For Financial details, PAN / Income tax Database shall be primary validating database and will override any conflicting data in any other database. If the data / details entered by the seller while registering on GeM is not verified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Non- updating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.
- ix. Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, MCA 21, Udyam Registration, GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these databases, Seller has to get the same updated in the corresponding validating database before updating the same on GeM. Till such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility. GeM shall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data

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discrepancy. Seller will be solely responsible for the same.

- x. The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.
- xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily on GeM Marketplace (unless otherwise specified). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM Marketplace and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price lower than Offer Price on GeM Marketplace. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.
- xii. By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST, etc.
- xiii. Sellers shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category.

If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void.

No claim whatsoever against such contract shall be admissible and entertained.

- xiv. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments

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liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit.

By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not “Debarred from Bidding” on the grounds mentioned in Rule 151 of GFR 2017.

- xv. In case of drug manufacturer licensed under Drugs & Cosmetics Act 1940, drug manufacturers have to submit a notarized undertaking that the license for the product submitted by them has been issued under Drugs & Cosmetics Act, 1940 and is authentic and that the data of the same has been uploaded by the manufacturer on the SUGAM Portal under rule 84AB of Drugs Rules, 1945.

Only such manufacturers who have given the said undertaking as above will be considered as authentic for registration on GeM.

The said undertaking / affidavit to be submitted by the Drug Manufacturer, in prescribed form, would enable / empower Buyer / Ministry / Central Drugs Standard Control Organization (CDSCO) to initiate criminal proceedings in case of false declarations.

- xvi. By offering their product and fulfilling the basic need of regular updating of the stock on GeM as stipulated on the portal, the Seller agrees for the acceptance of the order placed through the Direct purchase and L1 purchase without any need for any acceptance or confirmation. The seller commits to hold the price and offer as valid till the date seller itself removes the product offer from GeM or changes the price in compliance with online price change guidelines / rule engines applicable in that category. The action as deemed fit may be initiated for the declining of the such orders as incident policy of the GeM.
- xvii. Bidders while participating in a bid should submit price element(s) in Financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as nonresponsive, except in case of Single Packet Bidding.
- xviii. All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules, including but not limited to, all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.
- xix. Seller / Service Provider, in line with Public Procurement (Preference to Make in India), Order 2017 dated 19th July, 2024 (as amended from time to time), shall provide self-certification for local content in the quoted item (goods / services) at the time of bidding. However, at the time of execution of the contract, for all contracts above ₹ 10 Crore, the seller / service provider shall be required to give local content certification duly certified

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by cost / chartered accountant in practice. For cases where it is not possible to provide certification by cost / chartered accountant at the time of execution of contract, the seller / service provider shall be permitted to provide the certificate for local content from cost / chartered accountant after completion of the contract, within time limit acceptable to the Buyer.

In case Seller / Service Provider does not meet the stipulated local content requirement and the category of the Seller/ Service Provider changes from Class-I to Class-II / Non-local supplier or from Class-II to Non-local supplier, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

- xx. False declaration(s) regarding percentage of local content in line with Public Procurement (Preference to Make in India), Order 2017 dated 19th July, 2024 (as amended from time to time) by Sellers/ Service Providers will be treated as breach of the Code of Integrity under Rule 175(1)(i)(h) of General Financial Rules for which the Sellers /Service Providers or its successors can be debarred for up to two years as per Rule 151(iii) of General Financial Rules along with such actions as may be permissible under law.

B. Role and Responsibilities of Buyer on GeM:

Buyer Registration on GeM is divided in two categories:

a. Primary User: In GeM, the Primary User is as under:

- i. Any officer of Central / State Government / PSU / Autonomous Bodies / Local Bodies / Constitutional Bodies / Statuary Bodies at the level of Deputy Secretary of the Government of India or equivalent
- ii. Head of the Office at Sub Centre / Unit / Branch, can Register his / her organization / unit on GeM portal as Primary User.

Primary User shall be responsible for registering the organization on GeM, for creating User accounts for Secondary Users, assigning them roles and responsibilities on GeM and for supervision of all transactions performed by Secondary Users under him / her.

Primary User shall also be vicariously responsible for ensuring compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other Procurement Policies / Guidelines notified by the government from time to time, by all the secondary users including timely payments and for dispute resolutions as per GeM terms and conditions.

Primary user cannot perform any Procurement related transactions on GeM portal.

- #### **b. Secondary Users:** Secondary Users are officials responsible for procurement transactions on GeM including Placement of Contracts, Receipt of Stores, and Payments to the Sellers etc. The access rights permissible to registered Secondary users would be

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decided by the Primary User of the Department. Secondary Users may be given the roles of Buyer / Consignee / Drawing and Disbursement Office (DDO) / Paying Authority / Indentor / Technical Evaluator, etc. For transaction on GeM portal, Buyer is the official who is responsible for processing procurement transaction up to Order Placement stage. Consignee is the Secondary User in Buyer Organization responsible for certifying receipt and acceptance of the goods procured.

Buyer's responsibilities on GeM portal are as under:

- i. The Buyers are responsible to ensure that the procurement done by them are in compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other procurement Policies / Guidelines notified by the government fromtime to time, including timely payments as per GeM terms and conditions.
- ii. The Buyers (in all capacities i.e. as Buyer, Consignee, DDO, Paying Authority, etc.) are responsible to ensure that the procurement done by them are in compliance with GeM Terms and Conditions / Guidelines and all contract related transactions are completed within time lines prescribed in GeM Contract.
- iii. The Buyers must ensure that they have the requisite authorization to enter into contract with Seller(s) on GeM for and on behalf of the organization, failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- iv. While making procurement on GeM, the Buyers shall judiciously search andshortlist items using filters such as quantity, technical parameters, delivery period, warranty period, consignee location(s), Seller's eligibility etc. as per their approved requirements. Placement of contract for a product / service uploaded by the Seller in any wrong/inappropriate product category is strictlyprohibited and such contracts shall be treated as null and void and such Buying shall adversely affect Buyer Rating on GeM.
- v. The Buyers shall satisfy themselves that the price of the selected offer is reasonable. Buyer is at liberty to utilize all the data / information and BusinessAnalytics made available in GeM including e-bidding and reverse auction.
- vi. The Buyers, before placing the order on GeM, should have the required mandatory approval with prior sanction and approval of the competent authorities and shall be in compliance with and as per procedures outlined inGFR and other procurement guidelines issued by the Government from time to time.
- vii. On award of the Contract(s), it would be construed that the Buyer has obtained all necessary Administrative & Financial sanctions of the competent authority and

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adequate funds are available indicating the relevant Head of accounts in the awarded Contract(s).

- viii. The Buyers should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM.
- ix. Buyers are not allowed to place any order at GeM prices outside of GeM portal. The prices on GeM or discovered through GeM are only applicable if the procurement is made through GeM portal and online order is placed on GeM. Using GeM portal prices for placement of order outside GeM portal is strictly prohibited. Further, Buyers are not allowed to place any off-line contract to the Seller based on the outcome of e-Bidding / RA conducted on GeM. All such contracts shall be treated as invalid and GeM reserves the right to delete all data related to such transactions from GeM database besides taking suitable actions against such Buyers as well as sellers including suspension from GeM and / or reduction of Buyer / seller rating, etc. In case offline order is required to be placed due to some difficulty faced while awarding online contract on GeM due to any technical issue and / or lack of any functionality on the portal, offline order may be released. However, in all such cases, Buyers are obligated to promptly inform GeM, in writing, about any such issue(s) for generating and / or awarding of the contract through GeM portal and must get the order regularized by placement of an online order on GeM for the offline order to be treated as valid contract.
- x. The Additional Terms and Conditions (ATC) are to be incorporated by the Buyer after approval of its Competent Authority in the Buyer Organization, whereby the Buyer Organization is solely responsible for the impact of these additional clauses on the bidding process. Such impact may include restricting competition, enabling cartel formation, leading to higher procurement cost and lack of transparency. It is to be noted that if any clause(s) is / are incorporated by the Buyer in ATC as mentioned in the Disclaimer being published along with the bid document (either reported or discovered on suo-moto basis), then GeM reserves the right to:
 - a) Give due opportunity to the Buyer to remove any such clause(s) through official corrigendum within a reasonable timeline and thereafter cancel the bid in case of non-adherence by the Buyer
 - or
 - b) Directly cancel the bid.
- xi. Verification and / or validation of document(s) being submitted by bidder(s) during

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bid participation process lies solely with the buyer and GeM neither certifies the claim of the bidder(s) nor participate in the decision making process of buyer in any manner whatsoever.

C. Role and Responsibilities of Buyer / Seller / Service Provider on GeM:

a) Buyers / Sellers / Service Providers are solely responsible to keep themselves updated by visiting and logging-in & checking all notifications on their dashboard on a regular basis with respect to any information / event, including but not limited to, bid / reverse auction participation, price match, clarification request, Auto PRC, Auto CRAC, etc. and GeM shall not be responsible for any delay / failure of Buyer / Sellers / Service Provider to act upon the same, if desired, in a timely manner.

Note: Email / SMS alerts are in-built in GeM system only as an additional feature to keep procuring entities as well as bidders informed. However, delivery of any such alerts to respective stakeholder is dependent upon, including but not limited to, configuration of stakeholders' account in the portal, receiver's Email / SMS server, Mail-box / Mobile capacity, etc.

b) Buyers / Sellers / Service Providers who wish to avail the e-BG facility available at GeM portal integrated through National E-Governance Services Limited (NeSL), hereby authorise GeM to receive, exchange, share, disseminate or part with any and / or all information relating to e-BG submitted by the Seller / Service Provider in favour of the Buyer, through NeSL portal and shall not hold GeM liable for receiving / sharing / exchanging / disseminating of such information as stated above.

c) The Buyer(s) further authorise GeM to initiate requests pertaining to e-BGs on behalf of the Buyers through NeSL portal and shall not hold GeM liable for initiation of such requests.

d) The Buyers / Sellers / Service Providers registered on GeM portal hereby give their explicit consent for the receipt / sharing / disseminating / exchanging of any and all information available with the NeSL regarding e-BG submitted by Seller / Service Provider issued by various banks in favour of the Buyer, with the Government EMarketplace (GeM) portal.

e) This consent shall remain in effect for the duration of the Buyer's / Seller's / Service Provider's registration on the GeM portal. In the event, the Buyer / Seller / Service Provider wishes to revoke its consent, they shall not use the NeSL facility available at the GeM portal for any transactions.

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f) The Buyer / Seller / Service Provider confirms that they have read, understood, and agreed to the terms mentioned hereinabove, and that this consent / authorization is given voluntarily and without coercion.

4. Enabling provisions of Rule 149 of General Financial Rules- 2017

Enabling provisions of Rule 149 of General Financial Rules- 2017 as amended vide Ministry of Finance OM dated 10.07.2024 regarding procurement through GeM and necessary guidelines and terms and conditions thereon:

GeM portal may be utilized by the Government buyers for on-line purchases as under:-

- i. Up to ₹ 50,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.

Note: In case of automobiles, procurement under this sub-rule is permitted without any ceiling limit.

- ii. Above ₹50,000/- and up to ₹10,00,000/- through the GeM Seller having lowest price amongst the available sellers, of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by Buyer even for procurements less than ₹10,00,000/-, if decided by the competent authority.
- iii. Above ₹10,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM.
- iv. The Government Buyers may ascertain the reasonableness of prices before placement of order using the Business Analytics (BA) tools available on GeM including the Last Purchase Price on GeM, Department's own Last Purchase Price etc.
- v. GFR rule 149 allows direct on-line purchases on GeM up to ₹50,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period. However, this is subject to procuring authorities certifying the reasonability of rates. While making such direct on-line purchase below ₹50,000/-, the buyer should have approval of competent authority and should also record reasons for selecting the specific product in case lowest priced products are not being accepted / ordered.
- vi. Tools have been deployed on GeM portal to show the price of compared products on other e-commerce sites (wherever available) and also the rates at

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which orders have been placed on GeM for such items in recent past. While taking decision on reasonableness of price, the buyers may also take into account the discount over MRP; Last Purchase Price (LPP) on GeM, Department's own Last Purchase Price; rates on other e-commerce websites, etc. The prices on e-commerce site give a broad idea and its terms and conditions may be different. If it is found that the price available on GeM marketplace is not reasonable or is substantially higher than e-commerce sites or LPP, the GeM Portal provides tools for online bidding or reverse auction which can be used by the Buyers to get better competitive rates and then satisfy themselves about reasonableness of the price as per GFR -2017 before placement of contract. Bidding should be considered as the preferred mode of procurement above ₹50,000/-.

- vii. In case of Direct Purchase, during carting period, rates for carted quantity, for that buyer, are frozen for carting period as notified from time to time on GeM against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.
- viii. According to the provisions of Rule 149 (ii) of GFR, 2017, GeM shall be utilized by Government buyers for direct on-line purchases above ₹50,000/- and up to ₹10,00,000/- however such purchase has to be through the Seller having the lowest price (L-1) amongst the available Sellers on the GeM. In order to ensure that buyers select only L-1 available offer, the GeM portal enables buyer to first compare all the product options available on GeM to ensure that it meets its requirements/ specifications. While comparing, care should be taken by the Buyer that comparison has to be done between products of at least three different Manufacturers / OEMs. For L-1 buying, comparison has to be made between products of at least three different OEMs, as per GFR. If Buyer wants to buy any specific OEM's product then he has to go for Proprietary Article Certificate (PAC) buying after obtaining necessary approvals of competent authorities for PAC buying as per GFR-2017, as amended from time to time or the Procurement Guidelines of the respective Organisation as the case may be.
- ix. **Proprietary Article Certificate (PAC) Buying:** While making procurement under PAC Buying on GeM, it is the responsibility of the Buyer to ensure that compliances with the conditions / rules as laid down under GFR, 2017, as amended from time to time or the Procurement Guidelines of the respective Organisation, as the case may be, is met before initiating procurement under PAC:

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(a) In case a Govt. Buyer on GeM wants to make procurement on proprietary basis on the GeM Portal after obtaining the requisite approvals / PAC certificate from their competent authority as per Rule 166 of GFR-2017 or the Procurement Guidelines of the respective Organisation, as the case may be, the Buyer can use PAC filter provided on GeM for selecting a specific model/ make available from a particular GeM Seller. The Buyer should ensure before procuring the goods under PAC Buying that the Proprietary Article Certificate as per the conditions laid down in GFR or the Procurement Guidelines of the respective Organisation, as the case may be, is available with the Buyer. It is the responsibility of the Buyer to ensure compliance with GFR or the Procurement Guidelines of the respective Organisation while procuring goods on proprietary basis through the GeM Portal including ensuring the certificate to be in proper format as per GFR or the Procurement Guidelines of the respective Organisation, as the case may be.

(b) The Buyer should note that the Seller's price on the Portal is just their offer prices and the proper discovery of price generally happens through bidding/RA. Moreover, in PAC procurement irrespective of multiple listing by authorized sellers, the important issue of price control remaining with the OEM should not be overlooked. Therefore, in case of all the PAC procurements, the Buyers are advised to carry out extra due diligence in establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule -149 of GFR- 2017 or the Procurement Guidelines of the respective Organisation, as the case may be.

(c) Except for direct buying up to ₹50,000/- subject to establishing the reasonableness of price, the bidding is mandatory for procurements above ₹50,000/- as per GFR. As result of bidding, the response could be as under:

- i. Only OEM is available or only single authorised seller is available.
- ii. OEM as well as multiple authorised Sellers are available.
- iii. Multiple authorised Sellers of the OEM are available.

(d) After bidding, under PAC buying, the Buyer may take decision with the approval of the competent authority to process the procurement subject to establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule - 149 of GFR-2017 or the Procurement

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Guidelines of the respective Organisation, as the case may be.

- x. In order to give flexibility to the buyers in sourcing their requirements through GeM, provision has been made in e-bid and RA modules for indicating delivery period in terms of “number of days from date of placement of contract”. While stipulating delivery period in their bid documents, Buyers are advised to be careful since un-realistic delivery period stipulations may result in elimination of some genuine sellers, lack of competition and may ultimately have impact on cost of procurement. While fixing delivery period in e-bid/ RA bid, buyers should not only take into consideration the quantity required and the essentiality of requirement of that quantity within stipulated time period but also the possible impact of shorter delivery period on competition in e-bidding / RA.
- xi. Splitting of demands by creating multiple Bids / RAs of same goods / services or making repeated procurements of same Goods / Services through L-1 buying as per rule 149(i) and 149(ii) of GFR-2017 are strictly prohibited on GeM. Splitting of demand deprives the organizations from achieving the best competitive prices leveraging economies of scale. It also implies avoiding the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand. It is a violation of Para Rule 149 (viii) of GFR -2017 and terms and conditions of GeM Portal and Buyer including the Primary Buyer shall be entirely responsible for the same. If any such splitting of demand is noticed, GeM shall have the right to take necessary action such as blocking of such Bids/RAs and / or cancelling such contracts.
- xii. GeM is a dynamic online marketplace. The product/service listings across the existing categories are dynamic. Moreover, new categories of products/services are continuously being added on GeM. In situations where there is only one offer available in a product/ service category and/or there is offer from only one Seller after filter based search, the buyer should not select such offer for buying. Efforts should be made by Buyer to get their past suppliers and prospective Sellers on-boarded on GeM so as to ensure availability of sufficient Sellers on GeM. This however will not apply for PAC procurement.

xiii. e-Bidding and Reverse Auction (RA) on GeM

- (a) The e-Bidding / RA module of GeM is a tool provided to the Buyer(s) for organizing bidding / RA from GeM Sellers of the particular product category for a pre-defined requirement i.e. quantity, technical parameters for Goods/ Services of the particular product category required for one or more Buyers / Consignees.
- (b) Prior to initiating e-Bidding / RA, the Buyer shall judiciously search and shortlist item among the items offered on GeM using filters such as quantity, technical

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parameters, warranty period, consignee location(s) etc.as per the requirement. In case the search made using actual quantityrequired, fails to identify sufficient offers, the Buyer may use an indicative quantity for initial search and selection of product and quantitymay be amended to match the actual requirement at the time of finalizing e-Bidding / RA.

- (c) The technical parameters and warranty of the item identified by the Buyer shall be base parameters of the item for conducting e- Bidding / RA for the required Goods/Services.
- (d) The e-Bidding / RA document will be finalized by the Buyer(s) by stipulating requirements such as Quantity, Consignee Details, Terms of Delivery, Delivery Period, Bid Security, Performance Security, Time & Date for Start and End of Bid Submission and for Opening of Bids and required Bid Validity period etc. GeM system shall decide Start / Reference Price and Step Value of Decrement in case of RA based on product selection and / or outcome of bidding process.
- (e) The e-Bidding / RA invitation / Notice shall be published on GEM, stipulating the last date for bid submission / opening of bids giving at least clear 10 days time after the publication. Any change in last date forbid submission will be intimated to eligible bidders through e-mail / GeM. The e-Bidding invitation shall be extended to all the registered Sellers on GeM who have Goods / Services for that particular category listed on GeM, at least 2 hours prior to closing time of e-Bidding / RA. The GeM normally requires 48 hrs for approval / rejection of the product / service offered by Sellers before it is listed on the portal. Considering these timelines, the Sellers are required to offer their Goods / Services onGeM well in advance before bid closure. The decision of the Buyer / GeM regarding technical/commercial eligibility of the individual Seller to be invited for e-Bidding / RA shall be final.
- (f) The Seller participating in the e-bidding / RA may offer any one of their product(s) already listed on GeM. The bid submitted under:
 - i) e-Bidding shall remain valid for 15 days (or as stipulated by the Buyer in the bid document) from the Bid Opening Date (till 24.00 Hrs IST).
 - ii) RA in Bid to RA case, where the bid offer validity is less than 30 days, will be extended to 30 days including the RA initiation date.

Bid Validity can be further extended with mutual consent between Buyer and Seller. The products offered in e-Bidding / RA cannot be withdrawn by the Sellers from GeM during the bid validity period. However, in case there has

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been some technical issues in extending bid validity online on GeM portal and the buyer has in compliance with Clause 3(B)(b)(ix) communicated its intention to award the contract or awarded the contract to the successful bidder in writing, through any means and mode, outside GeM portal before the expiry of the bid validity, then in such circumstances, for the purposes of resolution of any such technical issues and /or necessary regularization, the bid validity shall be deemed to be extended until such issue is resolved / regularized by GeM.

The Buyer reserves the right to postpone/cancel the e-bidding and intimation thereof will be sent by e-mail / GeM to the Bidders. Any amendment / corrigendum to the e-bid invitation issued by the Buyer will be made online and shall be uploaded on the GeM. The participation by the Seller in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and ATC. However, the Buyer shall have right to decide the technical and commercial acceptability of the individual bids based on eligibility criteria and compliances as stipulated in the bid document. The technical parameters shown in the bid are from a particular catalogue as selected by the buyer while applying initial filters in selection of the product. The sellers are free to bid for same, equivalent or superior specifications catalogue / products. In the public interest, buyers will evaluate such bids based on their requirements / end use and bid parameters and will accordingly technically accept or reject the bids on merits.

- (g) In bid documents, Buyers can incorporate suitable eligibility criteria and additional terms and conditions only using various filters and ATC module available in e-bidding / RA modules of GeM. Buyers are not allowed to incorporate eligibility criteria and / or additional / special terms and conditions exterior to the GeM portal by making reference to any other website / documents etc.
- (h) In case, two or more acceptable bidders are found to have quoted identical lowest bid price, forced Reverse Auction shall be conducted for the required Goods among all technically qualified bidders with 50% elimination rule as per clause 13 (u) (1) in case of bids for Goods.

Whereas in case of Service bids, if the multiple L-1 bidders have quoted the lowest allowed price for that service, Buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

- (i) The Buyer reserves the right to accept/reject any bid including the lowest bid received through e-bid and/or annul the e- bidding process.

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- (j) The participating bidders shall not disclose details of their bids or other details of their e-bids to other bidders or indulge in any anti-competitive behaviour including price manipulation in violation of Competition Act, 2002, as amended from time to time.
- (k) The Buyer/GeM will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc.
- (l) Against any bidding or RA conducted on GeM, if a bidder quotes Nil Charges/consideration, the bid shall be treated as non-responsive and will not be considered.
- (m) There shall be no Bid Security for Bids / RA having estimated value less than ₹5 lakh. For bids / RA having estimated value more than ₹5 Lakh, while finalizing e-Bid / RA, Buyer shall indicate the exact amount of Bid Security required to be submitted by bidders. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.

GeM recommends quantum of Bid Security @ 1% of estimated value of procurement. The Buyer also has the option to select Bid Security between 0.5% to 5%. The same should be valid for 45 days beyond the bid validity. No interest shall be payable upon the Bid Security / EMD or any other amounts payable by the Seller to the Buyer under the Contract. Following categories of Sellers shall however, be exempted from furnishing Bid Security:

- i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- ii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and

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to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

- iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- v. Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s)
- vi. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- vii. Central / State PSUs.
- viii. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant valid registration document in place of Bid Security document while bidding.

Note:

1) No EMD to be taken from exempt category of sellers even by way of specific clauses mentioned in ATC / STC. Such clauses which are against the GeM GTC, will be treated as null and void.

2) However, State Government / State Autonomous / State Local Bodies / State PSU / Cooperatives may choose to seek EMD from MSE bidders by specifying the same in ATC / STC of the Bid. In case no such clause is included in ATC / STC, EMD exemption as per para (m) above shall prevail.

(n) Bid Security submitted by the bidder shall be forfeited, if the bidder:

- i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
- iii. Fails to furnish requisite performance security within stipulated time

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required as per e-bid / RA conditions.

- (o) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.
- (p) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity, whichever is earlier. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation should be returned within 15 days of declaration of result of first stage itself i.e. technical evaluation. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.
- (q) In case of RA, Start / Reference Price and Step Value of Decrement shall be indicated to the Bidders at the start of the auction. Any participating bidder can bid one or multiple Step Decrement lower than the prevailing Lowest Bid at that time.
- (r) The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction shall be extended automatically by another 15 minutes. All participant sellers of that RA shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is another lower bid received in the RA during last 15 minutes of RA.
- (s) GeM / Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc, irrespective of the cause.
- (t) By creating a bid on GeM, the Buyer undertakes as under:

"I confirm that this tender document complies with the "Public Procurement (Preference to Make in India) Order, 2017, as amended from time to time" issued by DIPP and "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, as amended from time to time" issued by MoSME".

Note:

However, State Government / State Autonomous / State Local Bodies / State PSU / Cooperatives may choose to follow Make in India and MSE policy in line with State's own Procurement Policy by specifying the same in ATC / STC of the Bid.

(u) Bid to RA:

While creating bid on GeM, Buyer shall have the provision to select Bid to RA option. If this option is selected by the Buyer at the time of bid creation, Sellers would be required to submit their Technical and Commercial bids before bid closure. After completion of technical evaluation by the Buyer, Reverse Auction would be conducted as per Bid to RA qualification rule selected by the buyer, which have been stated below:

1) Bid to RA with 50% elimination rule:

Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

2) Bid to RA with H-1 elimination rule:

Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will be allowed to participate in RA in following cases:

(a) If number of technically qualified bidders are only 2 or 3.

(b) If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.

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(c) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.

(d) If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.

(e) If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

After the RA process, the award of contract(s) shall be made by the buyer keeping in view the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 and Public Procurement (Preference to Make-in-India) Order, 2017 as amended from time to time.

- (v) In case of a service disruption at GeMs' end during the Reverse Auction (RA), the RA process shall start all over again, with the last recorded lowest price of prematurely ended RA Process as the 'Start bid' price. The prices quoted in the prematurely ended RA process shall be binding on all the bidders for consideration even if the restarted process does not trigger within the time stipulated by GeM. GeM's decision regarding restarting RA shall be binding on all stakeholders.
- (w) GeM is an end to end on-line procurement portal and not a tender publishing portal. GeM has detailed GTC, product / service specific STC and a rich ATC library in-built in the portal which can be used to create a comprehensive bid document. Based on the available terms and conditions, there is hardly any need to add any additional conditions to be attached with any GeM bid. However, for inclusion of some clause which is considered absolutely necessary for that particular bid for reasons to be explained in detail, a provision for inclusion of additional conditions in the bid through corrigendum is available in Request Management System. Only indispensable conditions that are not covered in and are not in conflict with GeM GTC, Product / Service STC and the standard ATC library, and which are in compliance with the Govt. orders on Public Procurement and are not restrictive and not against the core principals of transparency, fairness and efficiency enshrined in GeM, can be requested through RMS ATC request for making part of GeM bid through corrigendum. Each such request has to be made only after due approval of the Competent Authority in Buyer Organization confirming that the request has been made with the approval of the Competent Authority. Buyer organization shall be solely responsible for the impact of the requested clauses on the bidding process and its outcome. The clauses which are already covered in standard ATC library available on GeM

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Portal, will not be allowed through RMS.

- (x) Determination of eligibility in case of products requiring BIS License: In case the bid requires availability of BIS License, bidder has to upload currently valid and operative BIS License copy (Valid on the date of bid opening) to be considered eligible. Submitted BIS License may be in the name of Bidder / OEM or in the name of the Manufacturer to whom the OEM has outsourced manufacturing of his brand of product. The name of the Brand of the offered product should be mentioned in the BIS License. BIS certificate issued under Compulsory registration Scheme for electronic products to OEM/Brand owners for the products marketed under their brand name wherein their products are manufactured at third-party manufacturing unit is valid and is allowed for participation in the bids floated on GeM. The Manufacturer's Authorization in all such cases wherein the manufacturing is done by a third party shall be issued by the Brand owner / OEM and not by the third-party manufacturing unit mentioned in the BIS certificate.
- (y) Bid Splitting: In case of critical / vital / safety / security nature of the item, and / or large quantity under procurement and / or urgent delivery requirements and / or inadequate vendor capacity, Buyer may decide to have more than one source of supply. In such cases Buyer may opt for Bid Splitting while creating the bid on GeM, clearly indicating the Bid Splitting ratio in which order will be split among L-1, L-2, L-3, etc. as per ratio of splitting pre-disclosed in the bid. After technical and financial evaluation, before splitting the quantity, it should be ensured by the Buyer that the L1 price is reasonable. After deciding the acceptable reasonable price, L1 would be awarded contract for at least the first / highest percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the next higher quoting bidder(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for the respective percentage. In case of non- acceptance of the counter offer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

5. Contract(s):

Following documents shall be construed to be part of the contract generated through GeM:

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- i. Scope of supply including price as enumerated in the Contract Document.
- ii. General Terms and Conditions (GTC).
- iii. Product / Service specific Special Terms and Conditions (STC).
- iv. Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement)
- v. Bid / RA specific Additional Terms and Conditions (ATC).

The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

6. Prices:

- i. **Offer price on GeM portal:** The prices of the offered Goods or Services shall be firm and fixed at any point of time and shall be indicated in INR (₹) for each accounting unit. The Seller can choose to offer Goods or Services with uniform all inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price. For selected freight intensive products, as notified on GeM, the Seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM.

Once a Buyer carts a particular quantity of offered Goods / Service, during carting period as notified from time to time on GeM, rates for carted quantity, for that buyer, are frozen for the period as specified on the portal against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.

By offering their product and fulfilling the basic need of regular updating of the stock on GeM as stipulated on the portal, the Seller agrees for the acceptance of the order placed through the Direct purchase and L1 purchase without any need for any acceptance or confirmation. The seller commits to hold the price and

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offer as valid till the date seller itself removes the product offer from GeM or changes the price in compliance with online price change guidelines / rule engines applicable in that category. The action as deemed fit may be initiated for the declining of the such orders as incident policy of the GeM.

- ii. **Offer price in e-bidding:** Bidder is required to indicate offer price in the price schedule as provided in the bidding document. Complete breakup of price as required must be indicated. However, evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC).
- iii. **Offer price in RA:** Bidder is required to indicate total offer price. Evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC). Successful bidder shall have to provide complete breakup of the quoted price in the required price bid format before award of contract.
- iv. **Transaction / Annual Milestone Charge:** Sellers / Buyers will have to pay Transaction Charge and / or Annual Milestone Charge, wherever applicable, as per extant Revenue Policy of GeM.

7. Performance Security and Performance:

- i. There shall be no Performance security requirement for contracts Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149.
- ii. In case of contracts placed following e-Bidding / RA, Performance Security valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. The Buyer has the option to select Performance Security up to 5% of the value of contract (as per GFR quantum of Performance Security should be between 3 % to 5 % of the value of contract). While finalizing e- Bid / RA, Buyer shall indicate the percentage (%) of Performance Security required to be submitted by successful bidders. In case of any extension of contract obligation period, the seller shall be liable to suitably extend the validity of the Performance Security.

Such Performance Security must be submitted by Seller to the Buyer within 15 days of award of contract on GeM. The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its

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genuineness. No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the Seller to the Buyer under the Contract.

If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller. If the Seller duly performs and completes the contract in all respects the Buyer shall, refund the Performance Security, as the case may be, to the Seller within 30 days of completion of all contractual obligations by the Seller.

8. Duties & Taxes:

- i. Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. In the case of Bid / RA, complete break-up of the quoted price in the required price bid format shall be furnished by the Bidder, before award of contract.
- ii. Any Statutory variation in the rate of GST, taking place between the Bid Submission by seller and Bid End Date, shall be to the Seller's account. Hence, Seller must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the seller. In case seller fails to incorporate the same in bid, the seller will not be eligible for claiming any change in price due to such Statutory variation.
- iii. Statutory variation in the rate of GST, taking place between the Bid end date and the original / re-fixed delivery period, shall be to the Buyer's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original / re-fixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

In respect of contracts awarded under Direct Purchase and L-1 purchase, Statutory variation taking place after date of award of contract shall only be admissible subject to submission of documentary evidence and anti-profiteering compliance certificate to the Buyer. Changing Seller's offered price on GeM portal immediately after any such change in GST rates is seller's responsibility and in case of failure on part of seller, no increase shall be admissible for such changes taking place before award of contract under Direct Purchase and L-1 purchase.
- iv. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall

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be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

- v. The Bill Form / On-line invoice shall be generated by the Seller which may inter-alia include the following confirmations from the Seller:
 - a. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
 - b. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
 - c. Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
 - d. The seller shall provide an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- vi. The on-line bill form / invoice generated on GeM is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules shall be sent by the seller to the buyer / consignee directly along with the Goods / Services as and when deliveries are made to the consignee.
- vii. Seller shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc.

In case the Input Tax Credit of GST is denied or demand is recovered from Buyer on account of any act/ omission of the Seller in this regard, the Seller shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax is required to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or willful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable

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for payment of the same.

9. Integrity Pact:

All the Users in GeM i.e. Seller as well as Buyer agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

10. Guarantee and Warrantee:

- i. The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warrantee for one year period from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid / RA. Seller, at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee/Warrantee period (i.e. more than 1 year) and in such case, Guarantee/Warrantee period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warrantee period of 1 year stipulated in these General Terms and Conditions.
- ii. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by the Buyer within 7 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified in STC / ATC). The agreed basis could be, including but without any limitation, an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the same are practically possible.

11. Buyer / Consignee's Right of Rejection (Return Policy):

- i. The Goods delivered shall bear the self-certified Manufacturer's/Seller's Warranty/Guaranty. Buyer / Consignee shall have the right to inspect the supplied Goods themselves and/or through their appointed agency at consignee's own cost, at Consignee's site(s) after receipt and accept or reject on proper justification any consignment of the Goods received within a period of 10 days (unless otherwise specified in STC or ATC) of receipt of consignment of goods. The date of receipt shall be reckoned from the date of receipt of the Goods as notified in the Provisional Receipt Certificate (PRC) which will be issued online by consignee immediately after receipt of Goods.
- ii. In case of Service contract, the Buyer reserves right to reject the same in conformance with the terms and conditions of the agreed Service Level Agreement (SLA). However, such right to reject services offered by the Seller under the contract shall be exercised by the Buyer within 10 days (unless otherwise specified in STC or ATC) of the date of receipt of the Service. The date & time of start and completion of the Service, shall be indicated by the Seller while raising on-line invoice for a specified period of Service as per Service Level Agreement (SLA). The date of such invoice or the date of completion of the service, whichever is later shall be reckoned as date of receipt of the Service.
- iii. On Acceptance / Part Acceptance or Rejection of Goods / Services, Consignee will issue an online 'Consignee's Receipt cum Acceptance Certificate' (CRAC), which will form the basis of Payments to the Seller.
- iv. No payment shall be made for rejected goods or services. After intimation of the rejection / part rejection by the Buyer/ Consignee, the Seller shall be liable to remove / lift back such rejected Goods within 10 days without any extra charge/cost to the Buyer / Consignee failing which suitable ground rent / warehousing charges would be payable by the Seller to the Buyer/Consignee. If the Seller fails to remove / lift back such rejected Goods within reasonable time period, the Buyer / Consignee shall have the right to dispose off such rejected goods at the risk and cost of the seller.

12. Payment Authority and Payment Terms:

Payments shall be made to the Seller in the manner below:

i. For Goods:

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In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

ii. For Services:

In case of services, 100% payments on the basis of monthly (unless otherwise specified) bills will be paid within ten (10) days of issue of consignee receipt- cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

13. Terms of Delivery:

All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.

14. Delivery Period

Seller shall indicate the quantity which can be supplied over the specified time period(s). The Seller would offer these details, which would constitute the part of the awarded Contract(s) in the GeM and would make a binding Contract between the Seller & the Buyer. Any modification thereto shall be mutually agreed and incorporated in the Contract. This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s).

15. Extension of Delivery Period and Liquidated Damages:

Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

- i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer / Consignee.
- ii. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any

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ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

- iii. **Liquidated Damages:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

iv. **Force Majeure Conditions:**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller

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may with the concurrence of the Buyer elect to retain.

16. Dispute resolution between the buyer and the seller / service provider

a) In case of order/ contracts placed without Bid / Reverse Auction (i.e. Direct Purchase, L1 Purchase, Push Button Procurement, etc.):

- i. In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User.
- ii. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall be dealt with in accordance to **“Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement”** issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.

b) In case of contracts placed through Bid / Reverse Auction:

Method of dispute resolution will be as per the option(s) selected by buyer while creation of the bid itself in line with **“Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement”** issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.

- c) The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.
- d) Both the Parties understand and agree that GeM being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or mediation / arbitration /Court proceedings between the Parties.

17. Laws Governing the Contract:

- i. The contract shall be governed by the laws of India for the time being in force.
- ii. Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the registered address of the Buyer and / or Primary Buyer.
- iii. Jurisdiction of Courts: The courts of the place from where the contract has been made shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- iv. GeM SPV would not be a party to any such litigation.
- v. In case any Seller / Service provider makes GeM a party / respondent in any case involving any dispute between Buyer and Seller arising out of a concluded contract or arising out of bidding process initiated / concluded by the Buyer on GeM, it would be obligatory on the part of the Buyer to represent GeM also through their Counsel / Lawyer in the proceedings before the legal authority and ensure timely filing of replies / affidavits, etc. provided by GeM also through their Counsel / Lawyer before the concerned legal authority during the course of litigation. A standard reply on behalf of GeM, covering following aspects shall be incorporated in all replies / affidavits filed by the Buyer in such cases:

“Government EMarketplace is a National Public Procurement Portal; an end-to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. Prima facie, the dispute in the present case appears to be between the Buyer and Seller arising out of a contract placed / bid created by the Buyer on Government EMarketplace. As per Clause 16, Clause 17 and Clause 22 of the General Terms and Conditions of Government EMarketplace (duly accepted by the Buyer and Seller), GeM is not to be made a party to any dispute between the Buyer and the Seller. As such Government EMarketplace is liable to be deleted from the array of parties.

In light of the above, we request your goodself to kindly delete Government EMarketplace from the array of parties.”

18. Limitation of Liability:

In any event, neither party shall be liable for any special, incidental, punitive, exemplary or consequential damages arising out of or in connection with the Contract entered between the parties. The aggregate liability of either party, whether under the

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contract, in tort or otherwise, shall not exceed the total contract value, provided that this limitation shall not apply to:

- (i) Any obligation or claim arising out of or in connection with any third party claim of IPR infringement,
- (ii) In the event of any gross negligence or willful misconduct on part of either party, as finally judicially determined by a court of competent jurisdiction.

19. Termination for Default:

If the seller does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or Withdraw the Contract for the unsupplied portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non-performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.

20. Closure of Transaction:

After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed.

21. Grounds for Administrative Action

- i) Administrative actions may be taken by GeM against the Buyer or the Seller either suo-moto on the basis of the platform mechanisms identified through analytics or on the basis of a complaint or report made to GeM by any stakeholders or any third party information or upon Court order, inter alia, for non-adherence to the GeM Website Policies including Terms and Conditions and the Incident Management Policy published on the GeM Website.
- ii) The Seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the Website Policies including the terms & conditions stipulated in this document and/or on anyone or more of the following grounds:
 - (a) Listing the products/services not in the relevant categories and/or listing the same with vague/conflicting product specifications/details and irrelevant product photographs.
 - (b) Offering Goods / Services without having proper authorization

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- (c) Supplies goods of inferior/ substandard quality
- (d) Supplies or offers to supply refurbished or counterfeit or fake products
- (e) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid;
- (f) Seller furnishes inaccurate, false, misleading or forged or fails to furnish any information / documents, within the prescribed time limits, to GeM or to a Buyer, including during e-Bidding / RA process;
- (g) Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions;
- (h) Fails to update GeM about any change in information furnished within the prescribed time limits;
- (i) Executes services without conforming to requirement given in Service Level Agreement (SLA);
- (j) Fails to execute an order/ contract or fail to execute it satisfactorily
- (k) Is declared bankrupt or insolvent;
- (l) Fails to produce the requisite documents/ information during the course of inspection / assessment at any stage;
- (m) Performs any activity which is listed as prohibited activities on GeM.
- (n) On any other ground for which, in the opinion of GeM, the retention of the seller or any of its offered product in GeM is not in Public Interest.

Note: The grounds mentioned above are illustrative only. Users are also advised to read the list of prohibited activities published on the website.

- iii) Notwithstanding anything contained in the GTC, GeM reserves the right to cancel or annul the registration of any Seller or remove any of the Goods/Services listed by a Seller on the GeM Website to comply with any provision of the Applicable Laws and / or Court Orders.
- iv) GeM may take an administrative action in terms of the GeM Website Policies against a Buyer which may include reporting of any breach or misconduct to the Buyer Primary User and/or to the competent authority and GeM reserves the right to review the rating of such Buyer, and / or block Buyer's account for such time as considered appropriate by GeM.
- v) The Seller and the Buyer understands that the grounds for administrative action as

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provided under the Contract are only indicative and additional grounds may be provided under the GeM Website Policies including the Incident Management policy. The Seller/ Buyer warrants to abide by all additional grounds as may be specified by GeM in the GeM Website Policies from time to time.

22. Role of Government EMarketplace - Gem SPV

Government EMarketplace – GeM SPV is the owner of the GeM portal which monitors and supervises all the business transactions on the portal. The role and responsibilities of the company are as under:

- 22.1** To develop, operate and maintain technology driven e-marketplace, through a Managed Service Provider (MSP), to be used by government agencies for procurement of various goods and services in a transparent and efficient manner.
- 22.2** Overall supervision and monitoring of GeM portal operations, policy management, finalization and implementation of various business processes and work flows in adherence with the applicable law and executive orders issued from time to time. To provide tools for on- line Bidding, on-line Reverse Auction and Business Analytics Tools on GeM.
- 22.3** To work continuously for improvements in the Business Processes and Work Flows for various activities / functions on GeM based on feedback from various stakeholders to enhance transparency, efficiency, competitiveness, equality, economy in procurement of goods and services by government agencies.
- 22.4** To finalize General Terms and Conditions for sale and purchase of Goods and Services on GeM, Product / Service Specific Special Terms and Conditions, Special Terms and Conditions for Bunching of Goods / Services, Bid Specific Special Conditions, Project Specific Special Conditions etc.
- 22.5** To finalize, upload and approve Technical Specification Frameworks for various item / service categories on GeM and to monitor conformity of offered products to the larger framework so finalized and uploaded.
- 22.6** To decide addition / deletion of any of the offered product(s)/Product category (ies) and their framework of technical parameters on GeM.
- 22.7** To work and co-ordinate with different Organizations/Departments / Agencies for integration of their Databases with the GeM portal on real time basis for the purpose of verification/authentication of data entries made by stakeholders.
- 22.8** To offer and manage Demand Aggregation services for identified categories

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across buyers with assured reasonability of price, recommending for placement of orders by individual buyers

- 22.9** To co-ordinate with MSP for conducting workshops for the various Stakeholders in capacity building and in change management associated with the implementation of technology enabled procurement process.
- 22.10** To monitor MSP that the Buyers, Sellers and Service Providers are being assisted properly by them to onboard their goods and services on the GeM platform.
- 22.11** To identify and offer services of 3rd parties for Vendor Assessment relating to technical, financial capacity, past experience of sellers including manufacturing / testing facilities / quality control arrangement(s) of manufacturing premises and/or any of the premises related to manufacturing process of products / services offered by the seller / service provider on GeM.
- 22.12** To identify and offer services of 3rd parties for testing and certifying the quality of the product offered/ supplied, through documents, test reports/ certificates, testing at any independent lab or through inspection/testing by its authorized representative/s at firm's premises or at user's premises, that buyer choose to use.
- 22.13** Overall monitoring and management of Call Centre/Help desk operations being provided by the MSP.
- 22.14** Removal / debarring the Sellers/Buyers and Goods / services in GeM.
- 22.15** Management of complaints and their redressal mechanism in GeM (not disputes related to concluded contracts).
- 22.16** To identify, integrate and manage MoUs with verifying, certifying and validating entities across government(s) and also professional agencies to reinforce the online paperless, contactless and cashless system on GeM.
- 22.17** To issue Notices, Circulars, News, Flashes, Updates, etc. in GeM
- 22.18** Reporting and MIS mechanism in GeM
- 22.19** Any other related activities in the GeM
- 22.20** In exceptional circumstances, for ensuring propriety of procurement processes or to obviate possible misuse of GeM functionalities, GeM SPV as GeM Admin may keep any Bidding / RA process on hold for some time as considered appropriate.
- 22.21** To take approved User Charges from Buyers and Sellers for the various

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transactions on the GeM portal as decided and notified on the GeM portal.

23. Miscellaneous Provisions

23.1 Assignment: Users understand and agree that the GTC, STC and ATC provisions, rights and obligations granted by GeM are non- transferrable or assignable by the User to any third party, without the prior written consent of GeM.

If same is permitted by GeM, all the conditions, rights and obligations of the GTC or any on-going STC/ATC shall also be binding upon such third party assignee besides the User.

23.2 Indemnification: The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from.

Buyers and Sellers agree to indemnify, defend and hold harmless GeM, its officials, Managed Service Provider (herein after individually and collectively referred to as "indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with

23.2.1 Breach of the contract(s); or

23.2.2 Any claims made by any third party due to, or arising out of, or in connection with, use of the Website; or

23.2.3 Any claim made by any third party regarding content/ information or materials provided by Seller cause any damage to a third party; or arising out of, or in connection with, use of the Website.

23.2.4 Violation of any intellectual property rights or any other rights.

Once GeM notifies the Buyer/ Seller of such claims, they shall defend and indemnify GeM for the same. Further, in no case they shall compromise or settle any claim or admit any liability on the part of GeM without the express

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or prior written consent of GeM which can be withheld or denied or modified by GeM in its sole discretion or as per the Applicable Laws.

23.3 Severability: If due to any change in Applicable laws, certain part of the GTC or any applicable STC or any provisions of the GeM policies or portions thereof, becomes unenforceable, the remaining provisions shall continue in full force and effect so as to give effect to the intent of the parties.

23.4 Website Terms and Policies Update: Buyers and Sellers are advised to check the website terms and conditions as well as policies such as Privacy Policy and the Website Disclaimer at all times, as GeM may update the Website and such terms from time to time.

23.5 List of Prohibitive Activities (Suggestive and Non-Exhaustive):

LIST OF PROHIBITIVE ACTIVITIES: The following is an indicative list of prohibitive activities which the Buyers and the Sellers registered on GeM platform shall not perform on the GeM platform. A breach of any of the prohibited activities shall give the right to GeM under the Applicable Laws or in terms of these GTC or the GeM Website Policies to take administrative action which may include partial or permanent disabling of account on GeM Website, debarment etc. Additionally, GeM may remove any non-compliant information and reserves the right to preserve and share with the appropriate authority such information and associated records for investigation purposes. The Buyer and the Seller understand that this list is only indicative and additional activities may be prohibited under the GeM Website Policies. The Buyers and the Sellers shall undertake to provide their full support that may be required by GeM for removal and disabling of the non-compliant information. The prohibited activities include:

- (i) Indulging in cyber-crime or other criminal activities which can become a threat to GeM, GeM Website, to the Government of India or to any State Government or Government Agency.
- (ii) Advertising, exhibiting, representing, publishing, pronouncing, listing, delivering, offering to sell or selling any kind of Goods/Services which can cause any kind of infringement or disparagement of intellectual property rights.
- (iii) Selling refurbished, counterfeit and/or fake Goods / Services under a brand or misusing others brand name.
- (iv) Offering to sell or selling above the MRP any Goods or misrepresenting the MRP.

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- (v) Delivering some other Goods or Services instead of the Goods or Services Contracted for or delivering empty parcels or used Goods in breach of the terms of the Contract.
- (vi) Offering to sell or selling freebies which are 'Not for sale' Goods.
- (vii) Listing of the Goods on GeM Website without authorization to sell Goods manufactured by the OEM in open market or without proper authorization, if any required, for providing the Service.
- (viii) Listing of the Goods or Services is done on GeM Website without guarantee/warranty or without a genuine guarantee/warranty.
- (ix) Listing of the Goods or Services in irrelevant or inappropriate categories or with vague or conflicting specifications or description (including descriptive or pictorial description).
- (x) The Buyer /Seller registering on GeM and/or offering or buying the Goods and/or Services and/or participating in e-bidding/reverse auction on GeM, without the requisite authorization to enter into contract on behalf of the concerned legal entity. Failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- (xi) If any Seller has been debarred from GeM then such Seller or their authorized sellers shall also not be permitted to register and offer/sell their products on GeM and / or participate in Bids / RA on GeM.
- (xii) Using GeM prices for making procurement outside GeM Portal.
- (xiii) Splitting of demands by creating multiple Bids/RAs of same goods / services or making repeated procurements of same goods/services through Direct Purchase / L-1 buying as per rule 149(i) and 9(ii) of GFR- 2017.
- (xiv) Uploading goods / services containing information that —
 - (a) Belongs to another person and to which the user does not have any right to;
 - (b) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (c) Harm minors in any way;

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- (d) Infringes any patent, trademark, copyright or other proprietary rights;
- (e) Violates any law for the time being in force;
- (f) Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (g) Impersonate another person;
- (h) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (xv) Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- (xvi) Achieving or trying to achieve illegal access to features on GeM Website not specifically authorized or exceeding the scope of authorized access to or other features of the GeM Website;
- (xvii) Obstructing or causing GeM to lose (in whole or in part) the services provided by any internet service provider ("ISPs") or carrying out any cyber security incident;
- (xviii) Sending unsolicited emails, bulk messaging, auto messaging, junk email, spam and like.

24. Incident Management Policy on GeM:

GeM is a trust based system and self- declaration is the key, along with a strong automated process to penalize any deviant behaviour on part of Sellers / Buyers. For this purpose, deviations from the terms and conditions of procurement on GeM, including general terms and conditions, special and additional terms and conditions and any other relevant Government rules and guidelines, are termed as “deviation”. A deviation can occur while listing the products on GeM, at pre-contract stage, during bidding or at post contract stage on GeM. The mechanism for reporting and initiating action on such deviation has been detailed in the Incident Management Policy available on GeM portal under Resources. All stakeholders of GeM shall be bound by the actions as detailed in the Incident Management Policy.

All administrative actions under this Incident management Policy, taken by GeM against any of the stakeholders shall not cause any limitation on the legal and/or

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contractual remedies including any financial recoveries, available to Buyers/Sellers under the Terms and Conditions of contract and / or GeM policies. In case the Buyer / Seller choose to pursue any of these remedies, GeM shall not be made party to such proceedings / remedial actions taken by Buyer/Seller under the contractual provisions.

If any individual has registered multiple proprietorship concerns as separate seller entities on GeM under different business names (with same PAN), all such Seller entities would be equally impacted by the action taken against any one of such entities for his default / deviation under incident management policy.

All the allied firms will be equally impacted by the action taken against any one of such entities for the default / deviation under Incident Management Policy.

Following is the definition of allied firms:

“Allied firm” (‘affiliates’/ ‘affiliated firm’, ‘sister concern’, ‘associated firm’, or ‘related party’) of a bidder is a firm / concern that comes within the sphere of effective control / influence of the principal firm, wherein the Principal Firm –

- i. being a proprietary firm, owns the Allied Firm,
- ii. being a partnership firm, has common (all or majority of) partners, or any one of its partners has profit share of 20% or more, in the Allied Firm
- iii. has common Management (say majority of director) with the Allied firm;
- iv. its partners or directors have a majority interest in the management of the Allied Firm;
- v. has a controlling voice by owning substantial (20% or more) shares in the Allied Firm;
- vi. directly or indirectly controls or is controlled by or is under common control, by way of any agreement/ MoU or otherwise with the Allied Firm,
- vii. has the Allied Firm as its successor/ subsidiary or vice-a-versa;
- viii. has common offices/ manufacturing facilities with the Allied Firm.

25. Use of Aadhaar Number in GeM:

Purpose of the Aadhaar authentication in GeM is to identify the user using eKYC. GeM has provisioned the option for Sellers and Buyers to provide virtual Aadhaar ID instead Aadhaar number. GeM receives First Name, Last Name, Mobile Number, Email ID, DOB and Gender details. It is used to link the mobile number with the user who is registering on GeM; on which subsequently OTP is sent for achieving the property of non-repudiation in different artefacts / documents generated on GeM. GeM has provisioned an alternative Identity Information option through PAN based verification to Sellers.

26. Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time)

Restrictions on procurement from a bidder of a country which shares a land border with India

- I. a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services), only if the bidder is registered with the Competent Authority.

b) Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.
- II. The requirement of registration for bidders covered by I (b) above will be applicable for all procurements where bids are issued / published after 01.04.2023.
- III. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means:
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or

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- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- v. The beneficial owner for the purpose of (iv) above will be as under
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vii. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- viii. If the bidder was validly registered at the time of acceptance / placement of

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order, registration shall not be a relevant consideration during contract execution.

- IX. “Transfer of Technology” means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.

27: Caution Money Deposit:

- (i) All sellers on GeM are required to deposit a one-time amount as under as caution money:
1. Seller Turnover less than 1 Crore: ₹2,000/-
 2. Seller Turn over > 1 Crore but < 10 Crore: ₹10,000/-
 3. Seller Turn over > 10 Crore: ₹25,000/-
- (ii) The above caution money shall remain at the disposal of GeM SPV. This can be forfeited in part or in full (as per approval of CEO (GeM)) in following circumstances:
- (a) Failure of the seller in executing any GeM contract or if the Seller fails or neglects to observe or perform any of his obligations under the contract (applicable only in respect of contracts that did not have provision of Performance Security).
 - (b) Withdraws any bid submitted on GeM within the period of validity of the bid.
 - (c) Fails to furnish requisite performance security as per GeM e-bid / RA conditions.
- (iii) In case the Caution Money of any seller is forfeited in full or part and his caution money deposit goes below the threshold indicated in para 1 above, the seller account shall be put on hold till the seller re-coups the caution Money account to required value. Seller's stock will become zero for all categories and seller will not be allowed to update anything till the caution money is topped up to minimum required amount.

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- (iv) Forfeiture of caution money as per above shall be over and above any other actions taken against such sellers as per GeM Incident Management Policy and shall be without any prejudice to the rights and remedies available to GeM and / or Buyer as per provisions of the relevant contracts.

28: CMS 3.0 and OEM - Reseller responsibility matrix:

GeM has implemented enhanced Catalogue Management System (CMS 3.0) on GeM Portal. The Primary Objective of CMS 3.0 is to offer higher level of ownership & accountability to OEMs & its approved Resellers while maintaining Efficiency, Transparency & Inclusiveness of GeM. Complete and detailed Obligations and Privileges matrix of the different stakeholders in different quadrants is given in CMS document available on GeM Portal and OEMs and Resellers are bound to operate on GeM in compliance with the CMS document as updated from time to time.

- 1. CMS Quadrant 1 (CMS Q1):** Product offers in categories under Q1 will be solely offered by GeM validated OEMs. OEM shall be exclusively responsible for maintaining currency and sanity of catalogue and its offer in the Market Place. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of offers including Warranty and After Sales Service obligations.
- 2. CMS Quadrant 2 (CMS Q2):** OEMs as well as pre-Authorized Resellers can offer products in Q2. OEMs shall operate Market Place subject to providing its complete list of Open market authorized sellers along with formal commitment to list and maintain all appropriate and current Product Catalogue for pairing by its Resellers. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of catalogues including Warranty and After Sales Service obligations. Authorize Resellers shall be responsible for Pairing their offer with the already existing Product Catalogue created by the OEM. However, resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.
- 3. CMS Quadrant 3 (CMS Q3):** Catalogue creation in categories under Q3 can be from OEMs and/or their Resellers concurrently. In case OEM has not created Product Catalogue, Resellers of OEMs are also permitted to do the same. However, OEM can manage resellers and catalogues (when registered on GeM and taken OEM Dashboard). Further, OEM shall be responsible for

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the following:

- Maintain the Catalogue by adding / updating the Products / Services, Specifications, MRP & Offers specific to Product / Service
- Provide list of all its resellers and shall respond as per Service Level commitments to queries relating to Product Specifications /Services and / or verification of a Reseller, failing which they shall own responsibility of all and every fall out, by any act of such Resellers and / or offer of an insane catalogue.
- Validating & verifying the Catalogue uploaded by Reseller
- Assume all responsibility and legal liability for sanity and quality of offers including Warranty and After Sales Service obligations

However, resellers can update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

- 4. CMS Quadrant 4 (CMS Q4):** Catalogue creation in categories under Q4 can be done by OEMs as well as by any Reseller also. However, OEM (when registered on GeM and taken OEM Dashboard) shall be responsible for Validating & verifying the Catalogue uploaded by Reseller, Maintaining the Catalogue by adding/updating the Specifications, MRP etc. specific to catalogue. However, there is no requirement of any endorsement or authorization of the reseller by the OEM. Resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same. Reseller will also be responsible for providing Replacement Warranty in case of Q4 products and Buyer shall not be required to take up with OEM for any warranty claims.
- 5. CMS (Special Category):** The Special Category is a specialized segment outside the four quadrants for select few categories that require a customized behavior such as Self-Help Groups (SHG) categories.

In Q3 and Q4, in case of re-sellers, if the reseller has not been approved as an authorized re-seller by the OEM on GeM, the re-seller is required to give an undertaking as under while uploading the product, while accepting any order and while participating in any bid:

“I hereby undertake that I have made arrangements for getting the stores from authorized distributor / dealer / channel partner of the OEM of the offered product.

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At the time of delivery of goods, I will provide necessary chain documents to prove that the supplied goods are genuine and are being sourced from authorized distributor / dealer / channel partner of the OEM. In case of any complaint from the Buyer / Consignee about genuineness of the supplied products, I shall be responsible for providing genuine replacement supplies.”

By uploading any product on GeM or accepting any order on GeM or by participating in any bid on GeM, the re-seller is deemed to have given above undertaking and is liable for compliance of the same.

Further in view of the on-line verification of Seller credentials by the OEM on GeM platform, there is no need for Buyer to ask for or insist on furnishing of OEM authorization in bids in respect of “OEM verified Catalogue” offered by "OEM Verified Reseller". OEM authorization is also not required to be sought and checked by Buyers in case of bids for products in Q1 or Q2.

29: One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.

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- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. More than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - ii. Is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - iii. Holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made anyother bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

30: Push Button Procurement (PBP)

In line with Department of Expenditure OM No. F.6/7/2022-PPD dated 6th September, 2022, "Push Button Procurement (PBP)" for small value procurements will be available on GeM with the following conditions:

- a. PBP will be made only through bidding (PBP through Direct Purchase,L-1, Custom bid, etc. are not permitted).
- b. The total procurement value of the specific case is not to exceed ₹ 5,00,000 /- (inclusive of all taxes).
- c. PBP will be additional method of procurement and procuring entities are free to use or not to use this additional method of procurement.
- d. PBP method can be used only in case at least five bids are received. In case of less than five bids are received, the procurement is to restart using usual procurement method.
- e. Buyer is to ensure that no splitting of requirement is being done so as to bring

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procurement under PBP method.

- f. Once PBP bid is invited, contract will be placed directly without any human intervention (provided condition (d) above is complied).
- g. PBP will be permitted only for such categories, where at least ten sources are listed.

Push button procurement process is very simple and user friendly and mostly automated.

A) Buyer PB procurement:

- i. Buyer will select a product from marketplace, do product comparison, etc.
- ii. Thereafter instead of directly placing order on the L-1, the buyer will create a Push Button Procurement Notice by selecting the L-1 product which is otherwise eligible for L-1 purchase.
- iii. Clicking on “Create PBP Notice” will give an option to Buyer to decrease the quantity and delivery period at consignee level. This is enabled for Buyers to seek quotations for lower delivery periods and quantity lower than Minimum Order Quantity (MOQ) otherwise offered by the sellers in marketplace.
- iv. Per unit L-1 price will be set as ceiling price for that PBP Notice.

B) PBP Notice content and validations:

- i. The PBP Notice will contain all biddable specification parameters as per GeM category definition [excluding the text input parameters of the product chosen by Buyer, Consignee-wise Quantity and Consignee-wise Delivery Period.
- ii. Bunching of items is not allowed in PBP Notices.
- iii. The estimated all-inclusive bid value should be less than or equal to ₹5,00,000 based on the system identified L-1 price estimation for the quantity to be procured.
- iv. PBP Notice will include ONLY GeM GTC and category specific

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Special Terms and Conditions (STC), integrity pact, land border sharing countries declaration etc. Buyer is not allowed to push any new specification parameter or any Additional T&C.

- v. PBP Notice have participation time of 3 days and offer validity of 10 days.

C) Seller participation:

- i. PBP notices is published on GeM portal under a separate tab for anyone to see.
- ii. All sellers/service providers can view the PBP Notices created for their category in their dashboard.
- iii. By participating in PBP, Sellers unconditionally accept the GTC and STC, integrity pact, price declaration and other conditions part of the PBP Notice floated before participation.
- iv. Sellers will offer their matching product and price against the PBP Notice by clicking on “Offer Price” and submission of price and compliance of T&C. This offer price will be applicable only for that PBP Notice.
- v. Seller/Service Provider can participate in a PBP Process only once and there is no option to withdraw.
- vi. PBP participation will be without EMD and against Bid Securing Declaration only.
- vii. Per unit price to be entered by the seller will have to be less than the L-1 price set as ceiling price in PBP Notice.

D) Procurement Decision:

- i. System/Buyer will open offers after PBP end date and time.
- ii. System will check if offers are received from at least 5 sellers offering products of at least two (2) different OEMs and total L1 value is less than or equal to ₹5,00,000/-.

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- iii. Buyer will not get any access to see list of participating bidders or Seller details.
- iv. If all conditions as defined above are satisfied, system will automatically prompt Buyer to create order on L1 by providing details related to financial approval, paying authority and payment mode etc. as applicable to buyer.
- v. In case of multiple L1 System would place order on seller with maximum Seller Rating on GeM
- vi. If adequate number of offers are not received or total L1 value is more than ₹5,00,000/- system will cancel the PBP Notice. A message will be displayed to the buyer stating - Due to insufficient participation in the PBP, you cannot create an order against this PBP. You may go ahead and procure L1 in marketplace through L-1 Purchase after Comparing and verifying price reasonableness or create a regular bid / RA to get better response.
- vii. System will not allow same buyer to use PBP to BUY SAME ITEM in case of failure of the PBP for next 30 days.
- viii. System generated contract will have complete specification of the product offered by seller, Consignee-wise Quantity, Consignee- wise Delivery Period and GeM GTC and category specific STC etc.

*******END OF DOCUMENT*******