

Request for Proposal (RFP)

for

Developing an Information Repository of Products,
Producers and Entrepreneurs of NER

for

NEDFi

Tender Ref. No. NEDFi/RFP/NER/Software Solutions/2023/001

Tender Notification Table

Tender Inviting Authority	North Eastern Development Finance Corporation Limited NEDFi House, 2nd Floor, G. S. Road, Dispur, Guwahati – 781006, Phone: +91-361-2222200 Fax: +91-361-22377 33/34
Project Name	Developing an Information Repository of Products, Producers and Entrepreneurs of NER
Broad scope of the Project Work	(i) Development and Operations & Maintenance Support of a dynamic Web Portal & Mobile App for Products, Producers and Entrepreneurs of NER (ii) The platform will cater to agri-horti products (in both fresh and processed form) of North East India
Tender Reference No	Tender Ref. No. NEDFi/RFP/NER/Software Solutions/2023/001
Place of submitting of response to Tender	North Eastern Development Finance Corporation Limited. NEDFi House, G. S. Road, Dispur, Guwahati, Assam. Pin - 781006 Ph: +91-361-222 2200 Fax: +91-361-223 7733 / 7734 Mail: mail@nedfi.com
Contact person for queries	Faiza Sultana
Email address to send for Pre-bid queries	fsultana@nedfi.com
Date of Release of Request for Proposal (RFP)	11 May 2023
Last date of submission of pre-bid queries by email	18 May 2023
Last Date for Submission of proposals/ bids	31 May 2023
Opening of Technical bids	31 May 2023
Opening of Commercial bids	5 June 2023
Result declaration/ selection of firm	5 June 2023
Validity period of the proposal	180 days from date of award of contract

Disclaimer

The information contained in this request for proposal (RFP) or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of North Eastern Development Finance Corporation Ltd. (NEDFi) or by any of their employees or consultants, shall be subject to the terms and conditions set out in this RFP document for proposal and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by NEDFi to any party other than the Bidder who is qualified to submit the Bid. The purpose of this RFP document is to provide the Bidder with information to assist the formulation of their bid proposal in response to this RFP document. This RFP document has been prepared with care and attention to provide all required information to the Bidders. However, Bidders may need more information than that provided. In such case, the Bidder is solely responsible to seek the information required. NEDFi reserves the right to provide additional requested information at its sole discretion and shall provide the same to all Bidders (i.e. the Bidder who has sought for such information as well as all other Bidders). In order to respond to the RFP, if required, and with the prior permission of NEDFi, each Bidder may conduct their own study and analysis, as may be necessary to supplement the information and data. NEDFi, their employees and consultants make no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the Bidder may make in case of his failure to understand the requirement and make the proposition. NEDFi may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Request for Proposal.

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01. Definitions

"NEDFi" means the **"North Eastern Development Finance Corporation Limited."**

"Applicable Law" means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of Courts, as may be in force and effect during the subsistence of this RFP document.

"Bid Document" shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this RFP document.

"Contract" shall mean the agreement to be entered into between NEDFi and the successful bidder.

"Evaluation Committee" shall mean the committee constituted by NEDFi for evaluation of bids.

02. Request for Proposal - RFP Notice

NEDFi invites techno-commercial proposals from software/ web application/ web developer agencies for Developing an Information Repository of Products, Producers and Entrepreneurs of NER in the field of agri horticulture.. NEDFi shall shortlist the eligible organizations based on the Pre-qualification criteria and the technical evaluation (provided in detail in subsequent sections). Financial bids of only those who qualify the minimum technical score shall be opened. This RFP document is non-transferable. RFP / tender document can be downloaded from website of NEDFi (www.nedfi.com) before the last date of submission. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

03. Introduction About NEDFi

The North Eastern Development Finance Corporation Ltd (NEDFi) is a Public Limited Company registered under the Companies Act 1956 on 9th August, 1995 having registered office at NEDFi House, Dispur, Guwahati, Assam. NEDFi is notified as a Public Financial Institution under Section 4A of the said Act and was registered as an NBFC with RBI.

Apart from the registered Office at Guwahati, NEDFi has twenty numbers of Branch offices across all the north-eastern states of India. For detailed information about NEDFi, please visit: www.nedfi.com

04. Background of the Project

North East India is a treasure trove in terms of exotic agri-horticultural products. The quality of the NER products has been appreciated worldwide. The marketing initiative taken up by various government and non-government entities created a global reputation for the exotic spices and fruits of North East. However, till now the market linkage has not been provided in continuous manner and most of the orders executed are standalone mode without long term business connect.

The current challenges in the agri-horti sector of North East can be listed but not limited to as follows-

- Production of crops are driven by local demand, value addition is done through processing and packaging at small scale and price is dictated by the local buyers.
- Production of horticulture crops at individual grower's level has not reached commercial level where they are able to execute bulk orders with organized buyers' alone. This is due to small individual land-holding at farmer's level.
- The production clusters are scattered across the region and till now there is no formal mechanism of aggregation.
- Due to perishable nature of many crops and interior pockets of production, logistical challenge is huge in terms of post-harvest loss and price competitiveness when it comes to delivering at distant markets.
- Due to lack of accessibility to large market, price of the produce is controlled by the local traders.
- Presently there is no platform where buyers can directly procure North East products at a competitive price with assured quality. Further, there is absence of a platform where producers of North East can sell/auction their products at the best possible market rate.
- There are many instances where farmers do distress sale/ at throw away prices or discard their products. This is mainly due to last minute information in the market about product availability and limited options at both buyer and seller side to plan transaction and related logistics. .

While there are many challenges, the sector has the following advantages-

- Due to variations in agro-climatic conditions and uniqueness of soil parameters within the region, same crops have different harvesting seasons in North East. This creates opportunity for the buyers to source products from North East for a significantly longer duration within the year which creates advantage over the other production zones of India.
- Due to the wide range of exotic products available in any particular season, if planned properly any exporter/organized buyer can source varieties of products at the same time making optimum utilization of the logistical arrangements.
- With creation of Farmer Producer Companies, the challenge of bulk production has been addressed to a great extent and through Board of Directors and Professional team of CEO and support staff, the capacity of North East farmers to professionally deal with buyers have improved significantly.

Considering both the challenges and opportunities, it is proposed to develop a digital platform in the form of a web portal and mobile app which will have the following features-

- A platform that will have information about agri-horticultural products of North East in both fresh and processed form.
- The platform will connect the buyers and enable them to place orders from producers directly.
- Platform will list products in terms of producers, locations, quality, varieties, quantity, price, availability (duration), distance to nearby infrastructure such as railway, highway, airport, container depot, terms & conditions of transaction, etc.
- The platform will enable the producers to list their products based on their current availability as well as a section wherein, futuristic production cycles are displayed. This will enable buyers to pre-plan their purchase.

- The platform will be based on latest enabling mechanisms including AI, ML to support automated facilitation across all stakeholders.
- The platform will enable the buyers to finalize orders based on mechanism which will provide sufficient time to both the parties to negotiate price, assure quality and work out logistic solutions. A logistics framework supporting an optional Information system about address / contact number of third-party Logistics company / resources—people, inventory, from one location to storage and transporting commodity to customers at the desired destination is suggested.
- The platform will enable ease of on-boarding as well as transaction of both buyers and sellers through help-desk.

05.Objective of the RFP

The objective of the RFP is to select a software/web application/website development agency for developing the web portal and mobile application for developing an Information Repository of Products, Producers and Entrepreneurs of NER in the field of agri-horti products (in both fresh and processed form) and maintain for a period of 1 year from date of launching of the web portal.

All clarifications/ corrigenda will be published only on the website of NEDFi. The official website for accessing the information related to this RFP is www.nedfi.com.

06.Terms of Reference

For Sellers' On boarding and Identification:

- ✓ To onboard Sellers, the Seller Registration Tab in the Form shall include fields like GSTIN (Goods and Services Taxpayer Identification Number) / Corporate Identification Number (CIN), for companies and institutions / PAN Number of individual sellers / Aadhaar/ Mobile Number /OTP verification & API Validation field among other fields on the form. Successful registration will be complete following OTP verification only in the Portal.
- ✓ Shall provide farmers' name, address, contact number, Geo tag location for map display, month of availability of specific crop, variety, detail, specifications and quantity.
- ✓ There shall be a provision to activate/deactivate users by the administrator of the system.

For Buyers' Onboarding and Identification:

- ✓ To onboard buyers, the Buyer Registration Tab in the Form must include fields like PAN Number / Aadhaar Number / Mobile Number with Aadhaar OTP verification field for successful registration.
- ✓ Portal shall assist the seller and buyers to self-register. Portal shall generate a unique registration no. to each user once its profile details are verified
- ✓ There shall be a provision to activate/deactivate users by the administrator of the system.

Subscription Option

- ✓ The portal should have a provision to a subscription mechanism on the onboarding process which can be activated by the website admin from free-to-paid mode so that the website can make money online over time.

Incentive calculation

- ✓ Provision of Incentive calculation and claim option for buyer and seller on successful transaction through the portal (for buyer-seller motivation, appreciation and to sticking to the system). There will be provision to submit relevant supporting documents to avail benefits.

Price discovery

- ✓ Provision of product wise seller's price comparison with similar products/ produce listed on daily basis across national and local level large mandis.

Logistics framework

- ✓ A framework supporting an Information system about address / contact number of third-party Logistics company / resources—people, inventory, from field to location to storage and transporting commodity to customers at the desired destination.

Transaction mechanism

- ✓ The portal will enable both buyers and sellers to upload their purchase invoice and proof of transactions in their user account so as to avail government incentives, benefits, etc.
- ✓ These specifics will be accessible to the buyers while browsing through the sellers' profile or their sale offers.
- ✓ The portal will enable sellers and buyers to reach out to each other and set up a communication link to facilitate transactions on such an electronic market place. Sellers will be able to post their inventory in both real time and projection basis which shall be accessible to the registered buyers on the portal. Portal shall also have a provision to filter out the offers based on buyers' requirement and enable them to contact the sellers. It is proposed to use IT-enabled technologies for enabling communication between the users. It should ensure minimum time delay in sending communication/ alerts to the users.

Notification & Communication

- ✓ Portal will have provision to send automatic alerts to users at various stages/events. It is also expected that suitable provisions be built in Administrator section to send communication to registered users as and when required. Logs of all communication going from the portal to be maintained and MIS reports should also be available for Administrator to view all the communications that took place between the sellers and the buyers.

Data & Report Generation

- ✓ The portal should contain information and real time data. Portal should enable creation of market trends, market intelligence, etc. Provision has to be made to export/print the reports in excel/PDF/HTML format. The database architecture has to be designed in such a way that it can generate reports in real time within standard response time. Vendor to suggest the infrastructure requirements in terms of servers' capacity/storage etc. so that response time of the portal is reasonably good.
- ✓ The portal will allow access to designated users to view various reports and verify the information captured in the portal. Portal admin should have the provision to create such users and assign roles and rights depending on the role in the portal.

Mobile Application

- ✓ As part of the scope of work, it is proposed to develop mobile apps for providing real time updates/alerts/information to the stakeholders. Vendor has to take responsibility in terms of hosting it in App Store and releasing updates from time to time. The data in both the App and Portal shall, at all times, be in sync with each other without any glitches and time lags.

Help-Desk

- ✓ The portal will have a help desk/ helpline to cater to the queries of sellers and buyers and it will be integrated with the portal for seamless operation.

Advertisement Management

- ✓ The proposed website needs to have advertisement management options. Web admin should be able to access with different ad formats/templates to consider such as to post text ads or banner ads or flash ads with sound, pop-ups or floating ads etc.
- ✓ The designed process must help control different advertising activities while communicating the ads to the target customers. Targeted advertisements will rely on data already collected from stakeholder, transaction activity, using demographics, and behavior trends and third-party commercial business ad contents, to embed in the website and attract existing and new users to make a bigger customer base.

Technology Stack

The technology stack to be used has to be an open source technology stack. Vendor needs to give a reason so as to justify the suitability of which open source technology stack to be used. The following needs to be considered while choosing the tech stack.

- The size & complexity of the project.
- Products' required functions, speed, and performance.
- System load requirements.
- Timeline of the project.
- Pros and cons of the Tech Stack

07.Scope of Work

A) Website and Mobile App Development

Design & Development of the proposed web portal & native Mobile App (Android + iOS) for NEDFi initiative – as per detail requirement mentioned in the **Terms of Reference**. The proposed web portal & mobile apps shall fulfill the following minimum technical criteria:

- ✓ The website shall be designed with responsive build, independent of multiple platform (Windows, Android, iOS) and device (such as PC, Tablet, Mobile Device) and it shall be SEO friendly.
- ✓ The website shall be developed on industry standard CMS platform. The CMS proposed for the web portal should be on active development and should be having large user community base. The CMS must be scalable and should support any custom requirement in future. The CMS should support caching mechanism for handling very high user traffic.

- ✓ For making the web portal interactive, industry standard third-party SaaS platform (for Chatbot/Chat, Push notification etc.) may be used.
- ✓ Mobile App (Android + iOS) shall be native and UI design of the Apps shall be very user friendly and it shall have push notification feature.
- ✓ The proposed CMS should have provision of multiple user access level such as Author, Editor, Administrator etc. with different access levels.
- ✓ The portal should have feature to create multiple users with different role like super admin, admin, editor, moderator, author, viewer/subscriber etc.
- ✓ CMS should have standard APIs for mobile apps and its support for integration with other apps.
- ✓ CMS should be dynamic in nature to facilitate New Page/menu items/sub menu items Creation/deletion/modification etc. using web based front end editor.

B) Help-Desk and Ticketing System for users

- ✓ The portal will have a customer-facing help desk/ticketing system to cater to the technical queries of sellers and buyers and it will be seamless integrated with the portal as well as the App.
- ✓ The Help desk system will allow to accept, track, and respond to support requests of the users in an organized fashion.
- ✓ The vendor has to come up with options for the support systems development/integration in the web portal with which the users shall reach out to the Help-Desk system and be able to choose options like call a customer support executive, use chatbot, text chat or sending an email to create a Help-Desk ticket ensuring that the client or customer has the best accessibility experience.
- ✓ The vendor should also come up with in-detail need for using technology like AI, ML, robotic process automation (RPA) etc. for the purpose of development of the Help-Desk/Ticketing System.

C) Setup of the underlying Infrastructure required for proposed web portal & Mobile App

The Software/Web Application/Website development agency shall have to setup the underlying cloud infrastructure such a way that:

- ✓ It shall able to work smoothly under the load of 10,000 concurrent users.
- ✓ The underlying infrastructure should have both automated vertical and horizontal auto scaling capabilities based on live traffic so as to optimize performance and cost.
- ✓ CDN shall be used for performance and cost optimization. The proposed CDN shall preferably have a PoP in a location near North East India.

08.Security Requirement

The software/web application/website development agency shall have to include the following security points in the proposed web portal and mobile app:

- ✓ Website should be Free from OWASP Top 10 vulnerabilities
- ✓ Use of SSL/TLS encryption to protect the data between the server and the browser against eavesdropping if required. Also, it is to be ensured that playback attacks are not possible.
- ✓ Re- CAPTCHA to be implemented for login and for all forms on the System.
- ✓ Industry standard Password policy to be implemented for all the users.
- ✓ The system shall employ activity logging which enables to provide data on e.g., Current Users, History of logged in users, Authorized users, Role based access etc.

- ✓ Applications and programming interfaces (APIs) shall be designed, developed, deployed, and tested in accordance with leading industry standards (e.g., OWASP for web applications) and adhere to applicable legal, statutory, or regulatory compliance obligations.
- ✓ Each web server/OS shall be hardened to provide only necessary ports, protocols, and services to meet business needs and have in place supporting technical controls such as: antivirus, file integrity monitoring, and logging as part of their baseline operating build standard or template
- ✓ Production and non-production environments shall be separated to prevent unauthorized access or changes to information assets.
- ✓ VAPT needs to be conducted before production go-live of the application for providing visibility of security weaknesses (validate the security controls and measures against real-world attacks) and guidance to address them (reviewing and evaluating vulnerabilities, applying system updates, bug fixes to mitigate them, and validating that the risk is no longer present).
- ✓ The agency has to make arrangement to carry out a security audit by Cert-In Empaneled vendor and obtain clearance certificate prior to making the system Live.

09. Training and Documentation

The agency shall be responsible for providing training and documentations as follows:

Installation Manual covering

- ✓ Onto a "bare" platform (i.e., OS installed).
- ✓ Onto a platform that already has the system installed (i.e., an upgrade) in such a way that no data is lost, other than data that is removed or changed as part of the upgrade to the system.
- ✓ Recovery Point Objective (RPO); processes and procedures will be put into place to ensure that no more than 4 hours of data is lost in the event of a major system failure.
- ✓ Recovery Time Objective (RTO); processes and procedures will be put into place to ensure that the system shall be fully operational within 1 working day following a major system failure.

Documentation on process of setting up the infrastructure for hosting with both automated vertical and horizontal auto scaling method

- ✓ How to build the system from the delivered source code, including any packaging processes required to make the built system ready for delivery and installation
- ✓ Service describing the functionality for the User and Administrator.
- ✓ Training material (hard copy or soft copy) for all the roles
- ✓ Training on content upload and modification.
- ✓ Diagnostic documentation to assist in the diagnoses of problems

10. Maintenance of the Website, Mobile App and underlying Infrastructure

After launching of the Web portal and Mobile App, the Software/Web Application/Website development Agency shall be responsible for maintenance of Web portal and Mobile for one year from the date of launching. In this period, they have to perform following activities:

- ✓ The agency shall be looking after the website and Mobile App and shall provide 24*7 support for any production issues
- ✓ Hosting and facilitate right resolution for the hosting environment.
- ✓ The agency will also be liable for maintaining various compliances laid by the service providers when includes but limited to Google, Apple etc.
- ✓ The agency shall be liable for keeping the operating systems and other application software used for the web portal up to date.

- ✓ The agency shall also be liable for keeping the CMS, its components and underlying environments compatible and up to date. Time to time vulnerability analysis of CMS & its supporting environment and mitigation of the identified vulnerabilities shall be carried out.
- ✓ The Agency will also be liable for arrangement to store live data backup in local and cloud server.
- ✓ Tuning and optimization of the underlying infrastructure including but not limited to operating system, CMS, database etc.
- ✓ Coordination with the hosting provider for smooth functioning of the portal.
- ✓ Other related miscellaneous work including changes in the portal on the basis of feedback received from the North Eastern Council and North Eastern Development Finance Corporation Limited and based on change in any statutory compliance and legal requirement.
- ✓ The agency shall be responsible for maintaining 99.9% uptime of the web portal and Mobile App.
- ✓ The agency needs to take all necessary steps to prevent website hacking and comply to the following:
 - ✓ Implement code and database hardening procedures along with timely updating of web server patches.
 - ✓ Restore the system within 6 hours in case it is hacked
- ✓ Configuration Management and Version Control - As the application undergoes enhancements and modifications due to problem requests, defect fixes and change requests, it becomes increasingly important to keep the source code under version control and the system under configuration management. Bidder shall assist NEDFi in ensuring that a copy of the production environment is backed up and stored in the repository before the new / modified components are copied to production. As a part of the release management, bidder shall perform the following activities: Group all the requests for changes, assess their development progress and accordingly prepare a schedule for their release. Prepare a detailed plan for every release. This plan should include the number and date of release. It should also contain details about the change request to be released.

11. Deliverables, Time-Line & Payment Terms

The total time line of the project is divided in to two parts-

- a) Part A- Development of the Web Portal and Mobile App
- b) Part B- Content Building and Launching of the portal

The deliverables and payment terms under each part are mentioned below-

Part A- Development of the Web Portal and Mobile App			
Sl. No.	Deliverable	Time Line	Percentage of Payment
1	Prototype of the web portal and Mobile App	4 months	10%
2	Design and Development of the web portal		30%
3	Design and Development of the mobile app		20%

The maximum time period for execution of deliverables under Part A is 4 months. The bidder is requested to give detailed time line as per deliverables mentioned under Part A considering maximum time period of 4 months.

Part B- Content Building and Launching of the portal			
Sl. No.	Deliverable	Time Line	Percentage of Payment
1	Coordination with content development team for uploading contents and make necessary changes	1.5 months	40%
2	Audit and Clearance Certificate		
3	Launching of web portal and mobile application		

For claiming the payment, the following documents needs to be submitted to NEDFi.

- Invoice
- Acceptance certificate duly signed by NEDFi

12.Documentation & Reporting

- ✓ Vendor will maintain proper documentation with versioning of all the applications should be maintained like SRS, High Level Design, Low Level Design, functionality document (process document), user manual, test cases.
- ✓ All the changes in the applications should be properly documented and reflected in respective documents. (ii) Proper coding standards should be followed in all the applications. (iii) Proper testing should be done for the development. Testing should be done on exhaustive test cases. The team leader should review these test cases and a test report should be maintained. (iv) Any change in the application should be done through change request form. After completing the change, a request closure form should be filled in. (v) A log should be maintained for all the changes done in the application or database. (vi) Proper backup of application and database as per the approved backup policy should be ensured. (vii) In case of any eventuality, it has to be ensured that the downtime is the minimum and system is restored with minimum data loss. (viii) It should also be ensured that all the security measures are undertaken to prevent vulnerabilities / threats / hacking of application or theft of the data. (ix) The agency shall be responsible for maintaining the confidentiality of application, data and any other information and make sure that information is not shared outside NEDFi. The required confidentiality agreement shall be signed by the Agency as well as by each team member deployed at NEDFi. (x) Source code will be handed over to NEDFi along with compiled version and executable. (xi) Any software developed shall be the property of NEDFi. Software, documents, information and other elements of the project shall have the copyrights of NEDFi unless some copy right material is used with due permission of any third party. (xii) Security audit of the application should be done for removal of any security flaws and for hosting provider requirements.
- ✓ Preventive maintenance shall be carried out on the database and functioning of the program to handle large volume of traffic. Customer support should be provided for user problem and queries. Monthly Backup: Database and applications. Quarterly updation: Technical documents. Reporting required from the bidder: 1. Weekly and monthly reports with project status & open issues 2. Weekly/fortnightly/monthly performance monitoring reports for the applications 3. Updated system design documents, requirements, specifications etc. 4. Updated user manuals, administration manuals, training manuals etc. 5. Call Log /emails & resolution reports for helpdesk. 6. Software change logs etc. In addition to above, the bidder has to handover the source code, patches & releases (If any), application software, all content used in the designing of the portal along with technical documents, user manual, functional manual, installation guide and any other documentation.

13. Minimum Qualification Criteria

NEDFi shall short-list only those companies who fulfill the following criteria:

1. The applicant shall be a single entity, registered as a company, firm under respective Acts in India and should have been in existence in India for the last five years. (supporting documents to be submitted as per format)
2. The agency must be registered in India with appropriate tax and other administrative authorities. The organization should have had an average business turnover of at least Rs. 1 (one) Crore annually in the last three years from Software Services. (A certificate from Chartered Accountant should be submitted as per format).
3. Should have successfully executed in the last five years at least (i) Five completed web portal/mobile application projects with contract worth not less than Rs. 1.5 Crore in total, or (ii) three completed web portal/mobile application projects costing not less than Rs.1 (one) Crore in total. (as per format).
4. At least one successful project which facilitated the online transactions/interaction between a buyer and seller, provides logistics solution and offers customer help desk/help line, tracking of sellers and buyers, etc.

Note: Bidders are required to submit relevant supporting documents against each line item above, as per formats given in this RFP.

14. Submission of bids and instruction to applicants

- ✓ Proprietorship/Partnership/LLP/Company are allowed to participate in the bid process
- ✓ No JV/Consortium will be allowed to participate in the bid.
- ✓ The RFP Proposal consists of three parts namely, “Pre-Qualification”, “Technical Bid” and “Financial Bid”, which are required to be submitted in three separate sealed envelopes marked “Pre-Qualification”, Technical Bid" and "Financial Bid".
- ✓ The pre-qualification criteria shall be submitted as per pre-qualification form 1 to 4. The pre-qualification envelope shall be labeled as **“Pre-Qualification of Ref. No. NEDFi/RFP/NER/Software Solutions/2023/001 dated 11/05/2023”**
- ✓ Technical Proposal shall be submitted as per **Technical form 1 to Technical Form 08**. The Technical Proposal envelope shall be labelled as **“Pre-Qualification of Ref. No. NEDFi/RFP/NER/Software Solutions/2023/001 dated 11/05/2023”**. **Technical proposal needs to be submitted in 5 nos. of copies (1 original and 4 duplicate) along with soft copy of the same in Pen Drive or CD.**
- ✓ Financial Proposal shall be submitted as per format given in **Financial Form (Form 1 & 2)**. The Financial proposal envelop shall be labelled as **“Pre-Qualification of Ref. No. NEDFi/RFP/NER/Software Solutions/2023/001 dated 11/05/2023”**

- ✓ All the Pre-qualification Criteria, Technical and the Financial Bid shall be submitted in a bigger separate sealed envelope, labelled as “**SELECTION OF A SOFTWARE/WEB APPLICATION/WEBSITE DEVELOPMENT AGENCY FOR Developing an Information Repository of Products, Producers and Entrepreneurs of NER**” to the following address:

**To,
Chairman and Managing Director,
North Eastern development Finance Corporation Limited
“NEDFi House”, 2nd Floor
G.S. Road, Dispur, Guwahati –781006, Assam.
Ph: +91-361-2222200
FAX: +91-361-2237733/34
email: advisory@nedfi.com.**

- ✓ All the documents submitted (whether original or photocopy) in the bid must be legible and signed and stamped by authorized signatory, otherwise the bid is likely to be rejected.
- ✓ The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is received late.
- ✓ Tender may be sent by Registered Post/ Speed Post/ Courier or delivered in person. The responsibility for ensuring that the tenders are delivered in time would rest with the bidder.
- ✓ Bid must be received by NEDFi at the address specified in RFP Document not later than the specified date and time as specified in RFP Document. In event of the specified date for submission of bids being declared a holiday for NEDFi, the bids will be received up to appointed time on next working day.
- ✓ Bids received **after the due date and time** as specified in the RFP shall not be entertained.
- ✓ For **any clarification** related to this RFP, technical or otherwise, interested bidders are requested to communicate the same in writing/mail to the above mentioned contact person & address within the stipulated time mentioned in RFP cover. NEDFi will try to respond to such queries, without any obligation in respect thereof, every reasonable query raised by the respondents in the manner specified. However, NEDFi will not entertain any query reaching the Corporation later than the time stipulated for the purpose. No other means of communication shall be entertained. The reply to such queries shall be made available in public through the website of NEDFi, www.nedfi.com.
- ✓ NEDFi may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of NEDFi and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- ✓ Each firm shall submit only one proposal.
- ✓ Incomplete offers and offers not submitted in sealed envelopes as indicated above will be rejected at the initial stage.

15. Documents to be submitted

- a) Pre-Qualification Form 1: Pre-Qualification Proposal Submission Form
- b) Pre-Qualification Form 2: Self-certification of Operating for minimum 5 years

- c) Pre-Qualification Form 3: Format for Pre-Qualification Proposal (Cumulative Annual Turnover of Applicant and one IT Application Development account of over Rs. 1 crore handled)
- d) Pre-Qualification Form – 4: Details of Similar Projects
- e) Technical Form 1: Format for Power of Attorney for Authorized Representative
- f) Technical Form 2: Format of Performance Security Guarantee
- g) Technical Form 3: Technical Proposal Submission Form
- h) Technical Form 4: Experience of successful execution of similar project
- i) Technical Form 5: Design and concept for the web portal of the initiatives
- j) Technical Form 6: Design, feature and architecture of proposed Mobile App
- k) Technical Form 7: Proposed Help Desk Platform, Chat Bot, Live Chat and Features
- l) Technical Form 8: Proposed Technology Solution and Platform
- m) Financial Form 1: Financial Proposal Submission Form
- n) Financial Form 2: Cost of Services

16. Commercial Proposal Guidelines

- a) Unless explicitly indicated, the bidder should not include any technical information regarding the services in the commercial proposal.
- b) As a part of the commercial proposal, the bidders shall mandatorily quote all the components as mentioned in the commercial bid format given in the RFP.
- c) The commercial proposal must be detailed and must cover each and every component.
- d) Commercials for all components including optional components should be valid and firm for the entire duration of the project.
- e) During the proposal preparation, the bidder shall review the indicative bill of material as provided in the RFP and propose necessary infrastructure (including software and hardware), in its technical and commercial bid, required for implementation of the project.
- f) The infrastructure proposed by the bidder must address the functional and technical requirements as stated in this RFP.
- g) The bidder shall be solely responsible for any financial implications on items not quoted in the proposal which are required for implementation and operationalization of the project.
- h) NEDFi reserves the right to procure the components/services listed in this RFP in whole or in part.
- i) The payment by NEDFi to the vendor shall be made only against the actual services availed by NEDFi.
- j) The price mentioned in the letter of intent issued to vendor shall be the only payment payable by NEDFi to the vendor for completion of the obligations by the vendor as per the letter of intent, subject to the terms of payment specified in the letter of intent issued to the vendor.
- k) The cost quoted for the portal must include all costs such as the cost of procurement, customization/ configuration/ development and implementation etc. as per RFP requirements and its maintenance for the entire project duration.
- l) The bidders are advised not to indicate any separate discount. Discount, if any, must be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose of this RFP.
- m) The bidder must quote the prices strictly in the manner as indicated in the RFP, failing which the bid is liable for rejection. The rate/cost shall be entered in words as well as in figures.
- n) The bidders are required to distinctly mention nature, percentage and the sum of applicable tax/duties/levies in appropriate columns.

- o) The prices quoted in the bid must be firm and final, and shall not be subject to any upward modifications. No upward adjustment of the commercial price (to be mentioned in the letter of intent) shall be made on account of any variations except for tax component. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- p) If any of the service components is priced as bundled within any of the other priced component submitted by the bidder, the bidder can't un-bundle it and price it separately after the commercial bids are opened or during the period of the agreement.
- q) Correction of Error
 - a) The bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to NEDFi. All corrections, if any, should be initiated by the person signing the proposal form before submission, failing which, the figures for such items will not be considered.
 - b) Arithmetic errors in proposals will be corrected as follows:
 - i. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words will be considered.
 - ii. In case of discrepancy between the total price given for a line item / component and the calculated total price (number of units multiplied by the cost per unit for that line item), the total price given for a line item / component will be considered.
- r) All costs incurred due to delay of any sort shall be borne by the bidder.
- s) NEDFi reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
- t) If the price for any of the services is not explicitly quoted in the commercial bid or mentioned as zero, it will be assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and NEDFi has the right to source services for which no price was quoted or quoted as zero, at no additional price.
- u) The following costs shall be borne by NEDFi and bidder is not required to quote for the same. However, any cost, which may arise due to the following components, should be included in the bidder's quotation-
 - ✓ Cost for security audit,
 - ✓ Costing infrastructure/storage/software licenses. Vendor to suggest the configuration and technical details to NEDFi.
 - ✓ NEDFi shall procure third party services for e.g., Purchase of Help Line Number/Toll Free Number, SMS etc. (to be suggested by vendor).
 - ✓ Any recurring cost for the third-party services shall be borne by NEDFi.
 - ✓ Any travel during implementation outside NE, shall be taken up by the bidder team only after approvals from NEDFi in writing and NEDFi shall reimburse the amount on actual basis.
- v) Commercial bid of a bidder will be declared non-responsive, if the bidder has proposed components in the price bid which are different from the solution as mentioned in the technical bid.
- w) Any royalties or patents or the charges for the use of content, images, software etc. thereof that might involve in the contract shall not be paid by NEDFi. The bidder shall only pay for such claims without putting any financial burden on NEDFi.

17. Opening of Technical Bids

- NEDFi will open all technical bids as mentioned in the Tender Notification Table. The bidders' representatives, who are present at the opening time of bid, shall mark their attendance in NEDFi. In the event of the specified date of bid opening being declared a holiday for NEDFi, the Bids shall be opened at the appointed time and location on the next working day.
- Announcement of bid: The bidders' names, bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the opening time of bid. No bid shall be rejected at bid opening, except for late bids.
- Bids not considered for evaluation: Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

18. Opening of commercial bids

- Commercial bids will be opened and compared after the technical evaluation. The name of bidder, bid prices, total amount of each bid etc. shall be announced by the NEDFi at the commercial bid opening time. NEDFi will also prepare minutes of the commercial bid opening.
- The date, time and venue of opening of commercial bid will be advised to the shortlisted bidders, separately.

19. Bid evaluation process

- ✓ **The Software/Web Application/Website Development Agency will be selected on the Combined Quality cum Cost Based Selection process with 70 per cent weightage to quality and 30 percent weightage to cost.**
- ✓ As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- ✓ Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:
 - ✓ **Pre-qualification**
 1. The Pre-Qualification Proposal is received in the form specified in this RFP;
 2. It is received by the Proposed Due Date including any extension thereof in terms hereof;
 3. It is accompanied by the Earnest Money Deposit as specified in this RFP;
 - ✓ **Technical Proposal**
 1. The Technical Proposal is received in the form specified in this RFP;
 2. It is received by the Proposed Due Date including any extension thereof in terms hereof;

- ✓ **Financial Proposal**
 1. The Financial Proposal is received in the form specified in this RFP;
 2. It is received by the Proposed Due Date including any extension thereof in terms hereof;
- ✓ As part of the evaluation, the Pre-Qualification Proposals submitted [in Pre-Qualification Form 1, 2, 3 & 4] should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Technical Proposal [in Technical Form 1 to Form 08 and presentation] of such an Applicant will not be opened and evaluated further.
- ✓ If deemed necessary, NEDFi, in its sole discretion, can make variations in the required cut off points for technical evaluation, including criteria for technical evaluation.
- ✓ The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
- ✓ Any effort by a bidder to influence the Tender Evaluation Committee's processing of bids or award decisions may result in the rejection of the bid.
- ✓ Failure of the bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

20. Technical Scoring Pattern

Sl. No.	Evaluation criteria	Maximum Marks
	Experience of the organization during last 5 years	
1	Experience of successful execution of similar project including web portal, mobile app with components of online transaction between buyer-seller, logistics solution, customer help desk, tracking of buyers-sellers etc. (More than 3 projec-10; More than 5 projects- 15; More than 7 projects- 20)	20
2	Design and concept for the web portal of the initiatives	15
3	Design, feature and architecture of proposed Mobile App	15
4	Proposed Help Desk Platform, Chat Bot, Live Chat and Features	10
5	Proposed Technology Solution and Platform	10
6	Presentation	30
	TOTAL	100

The minimum technical score required to qualify technical evaluation is 70 Points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. NEDFi will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals.

21. Earnest Money Deposit (EMD)

An EMD in the form of DD for a scheduled Indian bank in favour of North Eastern Development Finance Corporation Limited Payable at Guwahati for the sum of INR 2,00,000/- (Rupees two lakh only) shall be required to be submitted by each bidder. EMD shall be submitted in a separate envelope along with the technical proposal as a pre-qualification criterion. RFP without an EMD will be rejected as non-responsive at the technical bid opening stage. The EMD of unsuccessful bidders will be returned at the earliest after expiry of the final bid validity.

Successful bidders EMD shall be discharged upon the bidder's acceptance of the work order and furnishing of performance security equivalent of 5% of contract value.

The bid security may be forfeited –

- a) If a bidder withdraws his/her bid during the period of bid validity.
- b) The bidders make any statement or enclose any form which turns out to be false/ incorrect/ misleading at any time prior to signing of contract and/or conceals or suppresses material information or
- c) The successful bidders fail to sign the contract or fails to furnish performance security or any other guarantee or financial security in the form and manner to the satisfaction of NEDFI as mentioned in the bid document

Any decision with regard to EMD taken by NEDFI shall be final, conclusive and binding on the bidder.

22. Bid-Fee

The software/ web application/ website developer agency will have to submit a non-refundable bid fee of Rs.2,000/- in the form of DD favoring NEDFI payable at Guwahati.

23. Performance Guarantee

- a) The Selected bidder shall furnish performance security in the form of “Bank Guarantee” issued by a Scheduled commercial Bank to NEDFi for an amount equal to 5% of the total contract value at the time of signing of the contract.
- b) The proceeds of the performance security shall be payable to NEDFi as compensation for any loss resulting from the selected bidder’s failure to complete its obligations under the Contract.
- c) The Performance Security will be discharged by NEDFi after a period of thirty (30) days beyond completion of the Agency’s performance obligations under the contract.
- d) The Performance Security shall not bear any interest.
- e) The Selected bidder shall furnish performance security in the form of “Bank Guarantee” issued by a Scheduled commercial Bank to NEDFi for an amount equal to 5% of the total contract value at the time of signing of the contract.
- f) The proceeds of the performance security shall be payable to NEDFi as compensation for any loss resulting from the selected bidder’s failure to complete its obligations under the Contract.
- g) The Performance Security will be discharged by NEDFi after a period of thirty (30) days beyond completion of the Agency’s performance obligations under the contract.
- h) The Performance Security shall not bear any interest.

24. Work Order

The successful bidder will be awarded the contract and the issue of final “Work Order” shall constitute the award of contract on the bidder.

25. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and NEDFi shall in no event or circumstances be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

26. Clarification of Bidding Documents

Interested bidders may send their pre-bid queries ONLY by email latest by 18th May, 2023 to fsultana@nedfi.com. NEDFi will not respond to any queries received after the last date for receipt of clarifications as specified in the tender document. Telephone calls will not be accepted for clarifying the queries.

27. Amendment of RFP Document

If NEDFi deems it appropriate to revise any part of this RFP or to issue additional information to clarify any interpretation of the provisions of this RFP, it may issue amendments to this RFP. Such amendments will be hosted on the website. Any such amendments shall be deemed to be incorporated by this reference into this RFP.

28. Language of the Bid

The bid prepared by the bidder, as well as all correspondence and documents relating to the RFP document and / or the bidding process exchanged by the bidder and NEDFi, shall be written in English language only.

29. Period of Validity of Bids

Validity period: Bids shall remain valid for 180 (One hundred eighty) days after the date of bid opening as prescribed by NEDFi. However, NEDFi holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

Extension of period of validity: In exceptional circumstances, NEDFi may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. A bidder granted extension of validity shall not be permitted to modify his technical or commercial bid.

30. Copyright and Trademarks

Successful bidder will hand over all the software and graphics to NEDFi for the purpose of copyright and intellectual ownership.

31. Milestones

The development component of the project is required to be completed within a period of six months from the date of start.

The following are the milestone wise delivery of the project:

Sl.No.	Milestone	Time Period
1	Award of the contract & signing of agreement	6 th June-2023
2	Interaction/briefing to Developer	14 th to 16 th June-2023
3	Wireframing	17 th June to 17 th July-2023
4	Coding & page development	18 th July to 31 st August-2023
5	User acceptance testing	1 st September to 20 th September-2023
6	Security Audit	21 st September to 5 th October-2023
7	Production Go Live of web portal	8-October-2023
8	Production Go Live of Mobile Application	8-October-2023

32. Award of contract

NEDFi retains the right to accept any bid and to reject any bid or all bids notwithstanding anything stated herein. NEDFi also reserves the right to accept full or part of the bid or reject any bid, and to cancel/annul the bidding process and reject all the bids at any time before the award of the contract. The successful bidder will be awarded the contract and the issue of final "Work Order" shall constitute the award of contract on the bidder.

33. Notification of Award

NEDFi shall notify the successful bidder through letter, E-Mail or fax for award of work. The bidder shall acknowledge the work order in writing and send an acceptance of the work order in writing within 7 (seven) working days from the receipt of the work order.

34. Signing of Agreement

Pursuant to the bidder acknowledging the letter of acceptance, the bidder and NEDFi shall enter into contract within 7 working days from the date of acknowledgment of the letter of acceptance, and sign the contract. NEDFi shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the contract. The signing of the contract shall amount to award of the contract and the bidder shall initiate the execution of the work as specified in the contract.

35. Expenses for the contract

All incidental expenses of the execution of the contract/ agreement shall be borne solely by the successful bidder and NEDFi shall not refund such amount to the successful bidder.

36. Failure to abide by the contract

The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of NEDFi with such penalties as specified in the bid document and the contract.

In case of termination of the contract due to failure to abide the terms and conditions laid in the RFP document, bid contract or the agreement will result in forfeiting of the bank guarantee.

37. Termination of Contract

- ✓ NEDFi reserves the right to terminate the contract if, at any stage, it is found that the claim submitted by the agency is false or the execution of the work is not satisfactory or the execution process is being delayed. In that case, NEDFi may not release the payment claimed by the bidder.
- ✓ In the event NEDFi terminates the contract in whole or in part, NEDFi would be at liberty to award the work to second lowest (L2)/any other bidder and recover the difference from L1/selected bidder for loss occurred.
- ✓ NEDFi may at any time terminate the Contract by giving written notice to the selected bidder, without compensation, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NEDFi.

38. Governing Law

The laws of Republic of India shall govern the RFP document and the contract.

39. Authentication of Bid

The original and all copies of the bid document shall be sealed and signed by a person or persons duly authorized to bind the bidder to the contract. A duly stamped Power-of-Attorney accompanying the bid document shall support the letter of authorization. The person or persons signing the bid document shall initial all pages of the bid document, including pages where entries or amendments have been made.

40. Validations of Interlineations in Bid

Any Interlineations, erasures, alterations, additions or over writing shall be valid only if the person or persons signing the bid have authenticated the same with signature and stamp.

41. Responsibility of the bidder

If the outer envelope is not sealed and marked as required, NEDFi will assume no responsibility for the bid's misplacement or premature opening.

42. Late bid

Any bid received by NEDFi after the deadline for submission of bids prescribed by NEDFi, will be summarily rejected. NEDFi shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained by NEDFi.

43. Clarifications of bids

To assist in the evaluation, comparison and an examination of bids, NEDFi may, at its sole discretion, ask the bidder for a clarification about his/her bid including breakup of rates. If the response to the clarification is not received before the expiration of deadline prescribed in the request, NEDFi reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

44. Completeness of bids

NEDFi will examine the bids to determine whether they are complete, whether they meet all the conditions of the RFP document and technical specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bid documents are substantially responsive to the requirements of the RFP Document.

45. Resolution of disputes

The dispute resolution mechanism shall be as follows: In case of any dispute between NEDFi and the successful bidder, if not resolved amicably, it shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996. If such dispute arises, then either party may forthwith give the notice in writing about the dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996. The CMD, NEDFi will appoint the designated officer mutually agreed between the parties who will work as an arbitrator. The decision of the arbitrator shall be final and binding upon both the parties, i.e., NEDFi and the successful bidder. All unresolved disputed matters will come under the jurisdiction of Assam, so far as legal and court matters are concerned.

46. General terms and conditions

The bidders are requested to read the RFP document carefully.

- a) The bidder shall submit the Tender Document duly sealed/stamped and signed on each page as a part of the bid. It shall be expressly agreed herein by the bidder that he has read and understood the complete RFP document and other documents / requirements and shall comply with the same.
- b) The agency shall submit their offers strictly in accordance with the terms and conditions of the RFP Documents. Any proposal, which stipulates conditions contrary to the terms and conditions given in the RFP Documents, is liable for rejection. Any decision of NEDFi in this regard shall be final, conclusive and binding on the bidder.
- c) The agency must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- d) NEDFi may, in its absolute discretion, seek additional information or material from any of the agency after the RFP closes and all such information and material provided must be taken to form part of that bidder's response.
- e) NEDFi may, in its absolute discretion, engage in discussion or negotiation with any agency (or simultaneously with more than one agency) after the RFP closes to improve or clarify any response.
- f) The selected agency cannot subcontract the work at any stage.
- g) NEDFi reserves the right to accept/reject any or all offers/proposal submitted in response to this **"RFP for Developing an Information Repository of Products, Producers and Entrepreneurs of NER"** without assigning any reason whatsoever. NEDFi further reserves the right to postpone or withdraw or alter or modify the entire RFP process without assigning any reason whatsoever.
- h) NEDFi reserves the right to change/alter/addition or deletion of the above evaluation criteria based on the decision of the evaluation Committee.
- i) Further, NEDFi also reserves the right to alter / modify the terms and conditions of RFP Documents without assigning any reasons whatsoever.
- j) Decision as to any arithmetical error, manifest or otherwise in the response to the RFP Document shall be decided at the sole discretion of NEDFi and shall be binding on the agency. Any decision of NEDFi in this regard shall be final, conclusive and binding on the agency.
- k) NEDFi reserves the right to negotiate with the selected agency on the price offered in the financial proposal. Further, if NEDFi feels the rate quoted by the selected agency is found too high or too low for executing the project, NEDFi reserves the right to cancel the RFP process and call for fresh RFP or scrap the entire project.
- l) **Indemnity:** The selected agency shall fully indemnify and hold NEDFi harmless against any damages, costs, charges and expenses, including legal fees on indemnity basis, which may arise out of the act, default or negligence arising from or incurred by any reason whatsoever.

- m) **Liquidated Damages:** NEDFi reserves the right to claim damages for any non-conformity, delay or termination of the project and any such recovery or liquidated damages equivalent to 5% of the contract value shall not in any way relieve the selected bidder from any of its obligations to complete the works or from any other obligations and liabilities under this scope of work and contract agreement.
- n) **Corrupt, Fraudulent & Unethical Practices:** No agency shall try to influence NEDFi on any matter relating to its proposal, from the time of the RFP opening till the time the contract is awarded. Any effort by a agency to influence NEDFi in the NEDFi's RFP evaluation, proposal comparison or contract award decision shall result in the rejection of the bid.
- o) **Suspension:** NEDFi reserves the right to suspend or stop the execution of the contract work in case of unavoidable circumstances or entirely call off the contract work. NEDFi also reserves the right to add, alter, amend or modify terms and conditions mentioned in the RFP if NEDFi finds it suitable for the execution of the project.

47. Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

48. Arbitration

In the event of either party failing to act in accordance with the provisions of the agreement, the aggrieved party shall at the first instance try to settle the disputed points mutually and amicably, failing such attempt the point in dispute shall be referred to arbitration of a sole Arbitrator to be appointed by the CMD of NEDFi in accordance with the provisions of the Arbitration and Conciliation Act 1996. If, however, the arbitrator declines to make any decision or award on the point referred to him then the parties concerned may settle the dispute by having recourse to appropriate legal proceedings.

49. Jurisdiction

In case of any dispute between the parties the matters will be referred to the courts of law in Guwahati, Assam.



50. Tech & Financial Forms

**Pre-Qualification Form – 1: Pre-Qualification Proposal Submission Form
(To be submitted in the letterhead of Bidder)**

To,

The Chairman and Managing Director
North Eastern Development Finance Corporation Limited (NEDFi)
NEDFi House, Dispur- 781006

**Sub: RFP dated [date] for selection of Software/Web Application/Website Development Agency
for [name of assignment]**

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Software/Web Application/Website Development Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Software/Web Application/Website Development Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and

- d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the IT Application Development Agency, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Software/Web Application/Website Development Agency.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Software/Web Application/Website Development Agency or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
14. We agree to keep this offer valid for 90 (ninety) days from the last date of submission specified in the RFP document.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Pre-Qualification Form – 2: Self-certification of Operating for Minimum 5 years

Location:

Date:

Here give a certificate that the Software/Web Application/Website Development Agency have been in operation for a minimum of 5 years as on 1st April, 2023 in providing IT Application Development.

Pre-Qualification Form – 3: Format for Pre-Qualification Proposal (Cumulative Annual Turnover of Applicant and one IT Application Development account of over Rs. 1 crore handled)

Sl. No.	FY	Amount (in Rs.)
01	2022-23	
02	2021-22	
03	2020-21	
04	2019-20	
05	2018-19	

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

It is also certified that [name of the company] has handled IT Application Development assignment of [name of the client] with revenue of Rs..... from IT Application Development work in the year

Name of Authorized Signatory

Designation.

Name of firm

Signature of Authorized Signatory Seal of Audit firm

Note:

1. In case the Applicant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant

Pre-Qualification Form – 4: Details of Similar Projects

I. Basic Details of the firm Participating in the RFP:				
1.	Name & Address of the Bidder			
2.	Name & Designation of the Authorized Signatory with contact detail.			
3.	Address of the Registered Office	(Please submit documentary evidence.)		
4.	Year of Establishment	(Please submit documentary evidence.)		
5.	Type of Firm	Public Limited	Private Limited	Partnership
		<i>Put "Yes"</i>		
6.	Contact Persons with Mobile/ Telephone Number(s)			
7.	Contact Email Address			
8.	Contact Fax No, if any.			
9.	PAN			
10.	GST Registration No			
11.	Website of the bidder			
II. EMD Detail (bid security):				
III. EXPERIENCE of the Agency:				
Previous Similar Work Details. <i>Completion certificate for the same as to be provided.</i>				
Sl. No.	Work Details	Client Name & Contact Person	Contract Value (in Rs.)	
1.				
2.				
3.				
<i>Copies of completion certificate attached: Yes / No</i>				
VI. Any Other Relevant Information:				

**Technical Form - 1:
Format for Power of Attorney for Authorized Representative
(To be submitted in the letterhead of Bidder)**

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr. / Ms. [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the —Authorized Representative), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Software/Web Application/Website Development Agency for [name of assignment], to be developed (the —Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in yyyy format].

For [name and registered address of organization] [Signature] [Name]
[Designation] Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness]

Accepted
Signature] [Name] [Designation] [Address] Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Technical Form - 2: Format for Performance Security Guarantee

To,

The Chairman and Managing Director
North Eastern Development Finance Corporation Limited (NEDFi)
NEDFi House, Dispur- 781006

WHEREAS (name and address of the agency) (hereinafter called “the agency”) has undertaken, in pursuance of contract no..... dated to provide services as Authorized Agent for develop web portal and mobile app for developing an Information Repository of Products, Producers and Entrepreneurs of NER under NEDFi.

AND WHEREAS it has been stipulated by you in the said contract that the agency shall furnish you with bank guarantee by a Nationalized Public Sector Scheduled Commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the agency such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the agency, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of..... 20.....

Name of the Bank:

Branch:

Address:

(Signature of the authorized officer of the Bank)

Name and designation of the officer & Code No. Date.....

Technical Form - 3: Technical Proposal Submission Form

To,

Chairman and Managing Director
North Eastern Development Finance Corporation Limited (NEDFi)
NEDFi House, Dispur- 781006

Sub: RFP dated [date] for selection of Software/Web Application/Website Development Agency for [name of assignment]

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of a Software/Web Application/Website Development Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Software/Web Application/Website Development Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and

- d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the IT Application Development Agency, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as an IT Application Development Agency.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Software/Web Application/Website Development Agency or in connection with the selection process itself in respect of the above-mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
14. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
15. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,
Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Telephone:
Fax:
(Name and seal of the Applicant/Member in Charge)

Tech Form – 4: Experience of successful execution of similar project

1. Assignment Name:		
2. Duration of Assignment (months):		
3. Name of the Client:		
4. Address:		
5. Start Date (month/ Year):		
Completion Date (month/ Year):		
6. Completion Certificate Enclosed: Yes/No		
7. Name of associated Consultants (if any):		
8. Approx. value of contract:	9. Total no. of staff of the consultant Firm:	
10. No. of professional staff provided by associated Consultants:		
11. Name of Senior professional staff of your firm involved and functions performed:		
12. Narrative description of the Project:		
13. Description of actual services provided by your staff within the assignment:		

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Technical Form - 5: Design and concept for the web portal of the initiatives

This section shall cover the following aspects of the web portal:

- A) Porotype/Wireframe design of the proposed web portal
- B) Navigation, Content Classification and Placement
- C) Content visualization (use of graphical element/any other)
- D) Advanced search/Filter options for content search
- E) Search Engine Optimization (SEO) approach
- F) Cross device/display adaptability
- G) Integration of third-party software/module/plugin for helpdesk, Chabot etc.
- H) Social Media Integration
- I) Types of User, Registration Process and Access rights
- J) Email notification features
- K) Any Other Innovative Suggestions

Signature of the bidder / Authorized Signatory

Official Seal

Technical Form - 6: Design, feature and architecture of proposed Mobile App

This section shall cover the following aspects of the Mobile App:

- a) Porotype/Wireframe design of the proposed Mobile App (Android & iOS)
- b) Navigation features, Content Classification and Placement
- c) Advanced search/Filter options for content search
- d) Cross device/display adaptability.
- e) Integration of third-party software/module/plugin for helpdesk, Chabot etc.
- f) Social Media Integration
- g) User Registration, Login & Access rights
- h) Any Other Innovative Suggestions

Technical Form - 7: Proposed Help Desk Platform, Chat Bot, Live Chat and Features

Details of proposed Third party chat bot, Live chat and Help Desk platform shall be furnished with following minimum details:

- A) Details and features of Help Desk
- B) Details and Features of Third-Party Chabot
- C) Live Chat and its features
- D) Details and features of Help Desk Platform
- E) Any Other Innovative Suggestions

**Signature of the bidder / Authorized Signatory
Seal**

Official

Technical Form - 8: Proposed Technology Solution and Platform

Details of proposed technology solution and platform shall be furnished with following minimum details:

- A) Technological architecture of proposed web portal and details of technology stack with version no. (if applicable)
- B) Technological architecture of proposed Android App with details of technology stack with version no. (if applicable)
- C) Technological architecture of proposed iOS App with details of technology stack with version no. (if applicable)
- D) Technological architecture of Proposed helpdesk, chat bot, etc.
- E) Architecture of the Underlying hosting infrastructure along with details of Operating System, Database Server, Application Server, Web Server, Content Delivery Network, Caching approach etc.
- F) Technology and approach for achieving scalability for handling traffic spike.
- G) Technology and approach for performance optimization.
- H) Approach for optimization of recurring of infrastructure.
- I) Any Other Innovative Suggestions

Signature of the bidder / Authorized Signatory

Official Seal

**Financial Form 1: Financial Proposal Submission Form
(To be submitted in the Letterhead of Bidder)**

Location:

Date:

To,
The Chairman and Managing Director
North Eastern Development Finance Corporation Limited
NEDFi House, Dispur, Guwahati-781006
Phone- 0361-2222200, Fax- 0361-2237733, 2237734

Dear Sir,

Subject: Developing an Information Repository of Products, Producers and Entrepreneurs of NER

We, the undersigned, offer to provide the services for Developing an Information Repository of Products, Producers and Entrepreneurs of NER in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm: Address

**Financial Form 2: Cost of Service
(To be submitted in the Letterhead of Bidder)**

Reference No.:

dated

Sl No.	Item Description	Total Cost of Items (Rs)	Taxes, duties and other costs (Rs)	Total Value (Rs)
1.	Development of Web portal (One Time Cost)			
2.	Design, Development & Implementation of Android Mobile App (One time Cost)			
3.	Design, Development & Implementation of iOS Mobile App (One Time Cost)			
4.	Maintenance of Web Portal and Mobile Apps (Android + iOS) (Recurring Cost on monthly basis)			
5.	Hosting of Web Portal (Recurring Cost on monthly basis)			
6.	Help Desk platform, Chatbot, Live Chat and platform (Recurring Cost on monthly basis)			
7.	Other, if any			
Total Price				
Amount in Words:				

- i. Certified that the above rates are inclusive of levies and all taxes.
- ii. Certified that I agree to all the terms & conditions of the RFP.

Signature of the bidder / Authorized Signatory

Date:

Place:

Name & Seal:

Note: The agency shall quote only one price for the item and rates for only standard/requisite configurations should be quoted and not for all the possible permutations and combinations of configurations.