

National Centre for Financial Education राष्ट्रीय वित्तीय शिक्षा केन्द्र

### **Request for Proposal (RFP)**

### Design, Development, Implementation and Maintenance of a Mobile Application for NCFE

(Document Reference Number: NCFE/2023-24/RFP/01)

6th Floor, NISM Bhavan, Plot No. 82, Sector-17, Vashi, Navi Mumbai - 400 703 Maharashtra Phone: 022 68265115/ 116 Email id: <u>itprojects@ncfe.org.in</u>

#### National Centre for financial Education

National Centre for infancial Education				
RFP – Design, Development, Implementation and Maintenance of a Mobile Application for NCFE				

KFF – Design, Development, implementation and Maintenance of a Mobile Application for NCFE	
1. ACRONYMS	5
2. INTRODUCTION	6
3. ABOUT NCFE	6
4. DATE, TIME AND ADDRESS FOR SUBMISSION OF BIDS	6
5. SUBMISSION OF BIDS	7
5.1 Instructions for Submission of Bids	8
5.2 Checklist of Documents	
6. OTHER TERMS AND CONDITIONS	
<ol> <li>EARNEST MONEY DEPOSIT</li> <li>PERFORMANCE BANK GUARANTEE</li> </ol>	
<ol> <li>PERFORMANCE BANK GUARANTEE</li> <li>SCOPE OF WORK</li> </ol>	
9.1 Design and Development Work	
9.1.1 Functional Requirements	
9.1.2 Application Design	
9.1.3 Non-Functional Requirements	
<ul><li>9.2 User Acceptance Testing</li><li>9.3 Training</li></ul>	20
9.4 Test and Production Environment	21
9.5 Application Hosting	
9.6 Documentation	
10. DELIVERABLES.	22
10.1 Mobile Application	22
10.1     Mobile Application       10.2     System Documentation	
10.2 System Decumentation	
10.4 Miscellaneous Documents	
o Tor Finan	
11. TECHNOLOGY STACK	
11.1 For Mobile Application	
11.1.1 Development Framework	
11.1.2 Mobile Device OS	
11.1.3 Backend Database	
11.1.4 Mobile APIs	
11.1.5 Mobile App Plugins	23
11.2 For Back-office Module	24
11.2.1 Technology for Front-end	24
11.2.2 Technology for Back-end	24
12. RESOURCE REQUIREMENTS	24
12.1 Skill Set for Mobile Application Development:	24
12.2 Resource Deployment Plan	25
13. DELIVERY LEAD TIME	25

#### National Centre for financial Education RFP – Design, Development, Implementation and Maintenance of a Mobile Application for NCFE

Ki i Design, Development, implementation and Maintenant	
14. PAYMENT PLAN	
15. PRICE VALIDITY PERIOD	
16. BID EVALUATION PROCESS	
16.1 Evaluation of EMD	27
16.2Evaluation of eligibility bid	
16.3 Evaluation of Technical Bids	
16.3.1 Scope of Work Confirmation	
16.3.2 Technical Criteria	
16.3.3 Technical Score Cutoff	
17. KEY TERMS AND CONDITIONS OF PROJECT AGREEMENT	
17.1 Penalty	
17.2 Termination	
17.3 Arbitration	
17.4 Force Majeure	
17.5 Staff Substitution	
18.   NON-DISCLOSURE AGREEMENT.	
19. POST IMPLEMENTATION SUPPORT AND MAINTENANCE	
ANNEXURE I	
COVER LETTER	34
ANNEXURE II.	35
COMPANY PROFILE	35
ANNEXURE III	
LETTER OF AUTHORIZATION	
ANNEXURE IV	
NO CONVICTION LETTER	
ANNEXURE V	
FORMAT OF PROJECT COMPLETION CERTIFICATE	
ANNEXURE VI	
COMPANY CAPABILITY	
ANNEXURE-VII CONFIRMATION OF SCOPE OF WORK	
ANNEXURE-VIII CVs OF RESOURCES	
ANNEXURE IX	
FORMAT OF CLIENT REFERENCES	
ANNEXURE-X RESOURCE DEPLOYMENT PLAN	
ANNEXURE XI	
PROPOSED TECHNOLOGY STACK	
ANNEXURE XII	
GUIDELINES FOR PRESENTATION	
ANNEXURE XIII	
HIGH LEVEL FUNCTIONALITY OF e-LMS	
ANNEXURE XIV	

National Centre for financial Education RFP – Design, Development, Implementation and Maintenance of a Mobile Application for NCFE

SYSTEM FOR ASSESSMENT OF FINANCIAL LITERACY	58
REGISTRATION MODULE	58
ANNEXURE XV	60
PRICE BID	60
ANNEXURE XVI	65
SAMPLE FORMAT OF NON-DISCLOSURE AGREEMENT	65
ANNEXURE XVII	71
DRAFT AGREEMENT FOR SUPPORT AND MAINTENANCE SERVICES	71



### **1. ACRONYMS**

Acronym	Description			
API	Application Programming Interface			
СА	Chartered Accountants			
CERT-In	Indian Computer Emergency Response Team			
CV	Curriculum vitae			
E-LMS	Electronic Learning Management System			
EMD	Earnest Money Deposit			
FY	Financial Year			
GST	Goods and Services Tax			
HTML	Hyper Text Markup Language			
IFSC	Indian Financial System Code			
INR	Indian Rupee			
IOS	I-Phone operating system			
IRDAI	Insurance Regulatory and Development Authority of India			
IT	Information Technology			
LMS	Learning Management System			
MoA	Memorandum of Association			
NCFE	National Centre for financial educa <mark>tio</mark> n			
NEFT	National Electronic Funds Transfer			
PAN	Permanent Account Number			
PBG	Performance Bank Guarantee			
PFRDA	Pension Fund Regulatory and Development Authority			
PSU	Public Sector Undertakings			
RBI	Reserve bank of India			
RFP	Request for Proposal			
RTGS	Real-Time Gross Settlement			
SCORM	Sharable Content Object Reference Model			
SEBI	Securities and Exchange Board of India			
SLA	Service Level Agreement			
UAT	User acceptance testing			
URL	Uniform Resource Locator			
VAPT	Vulnerability Assessment and Penetration Testing			

### 2. INTRODUCTION

National Centre for Financial Education (hereinafter called NCFE) intends to issue this Request for Proposal (RFP) to select a Company for "Design, Development, Implementation and Maintenance of a Mobile Application" for NCFE. NCFE reserves the right to accept or reject any or all proposals and annul the selection process at any time without any prior notice to any/all bidders.

NCFE expressly stipulates that selection of bidder under this document is on the understanding that this RFP document contains only the principal provisions for the entire assignment and that any other services which may be required in connection with the successful implementation of the assignment shall be deemed to be a part of the assignment. The selected bidder shall be required to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment at no additional cost to NCFE. Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions mentioned in the RFP.

वित्तीय शिक्षा

### **3. ABOUT NCFE**

National Centre for Financial Education (NCFE) is a Company (Not for Profit), registered under section 8 of the Companies Act 2013, promoted by Reserve bank of India (RBI), Securities and Exchange Board of India (SEBI), Insurance Regulatory and Development Authority of India (IRDAI), and Pension Fund Regulatory and Development Authority (PFRDA) to promote Financial Education across India for all sections of the population. Its vision is to undertake initiatives to make the country financially aware and empowered. In view of the said vision, NCFE carries out a significant amount of financial education campaign to help people manage money more effectively to achieve financial well - being by accessing appropriate financial products and services through regulated entities with fair and transparent machinery for consumer protection and grievance redressal.

For more information, please visit "<u>https://ncfe.org.in</u>"

### 4. DATE, TIME AND ADDRESS FOR SUBMISSION OF BIDS

S.	Events	Date & Time	
No.			
1	Date of issuance of RFP	January 08, 2024.	
		January 15, 2024 at 4 pm.	
0	Pre Bid meeting	Will be conducted in hybrid mode. Bidders who want to attend	
2	r le blu meeting	the meeting in person will have to be present in the Board Room,	
		NCFE, 6th Floor, NISM Bhavan, Plot No. 82, Sector-17, Vashi,	

		Navi- Mumbai - 400 703, Maharashtra and for bidders who		
		prefer to attend online, the meeting link will be shared by NCFE		
		prior to the meeting.		
3	Last date for seeking clarifications.	January 18, 2024 by 5 pm.		
	Last date for submission of			
4	bids	January 29, 2024 by 5 pm.		
		January 30, 2024 at 4 pm.		
		Will be conducted in hybrid mode. Bidders who want to attend		
	Date &Time of Opening	the meeting in person will have to be present in the Board Room,		
5	EMD and Eligibility bid	NCFE, 6th Floor, NISM Bhavan, Plot No. 82, Sector-17, Vashi,		
	EWD and Engibility blu	Navi- Mumbai - 400 703, Maharashtra and for bidders who		
		prefer to attend online, the meeting link will be shared by NCFE		
		prior to the meeting.		
		Date of opening of the technical bid shall be intimated later.		
	Date &Time of Opening Technical bid	The meeting will be conducted in hybrid mode. Bidders who want		
		to attend the meeting in person will have to be present in the		
6		Board Room, NCFE, 6th Floor, NISM Bhavan, Plot No. 82, Sector-		
		17,Vashi, Navi- Mumbai - 400 703, Maharashtra and for bidders		
		who prefer to attend online, the meeting link will be shared by		
		NCFE prior to the meeting.		
7		The schedule for presentations to be made by the bidders shall be		
/	Presentations by Bidders	issued after evaluation of Technical Bid documents.		
		The Senior Manager,		
	Address for Bid	National Centre for Financial Education,		
	Submission / Pre-bid	6th Floor, NISM Bhavan,		
	Meeting	Plot No. 82, Sector-17, Vashi,		
		Navi Mumbai - 400 703, Maharashtra.		

### **5. SUBMISSION OF BIDS**

The proposals must be prepared enclosing the following documents and submitted to NCFE at the address mentioned above on or before the closing date specified in Section-4 of this document. Please refer the checklist given in Section-5.2 to ensure that submissions have all required documents.

### 5.1 Instructions for Submission of Bids

The proposal will be submitted in three separate sealed envelopes strictly following the instructions given below:

- i. The first sealed envelope will contain the EMD as mentioned in Section-7 and other necessary documents meeting the Eligibility Criteria mentioned in section 5.2.1. This envelope will be super scribed as "Eligibility Bid and EMD for Design, Development, Implementation and Maintenance of a Mobile Application for NCFE (Document Reference No.: NCFE/2023-24/RFP/01) ".
- ii. The second sealed envelope will contain documents pertaining to "Technical Bid" as mentioned in Section-5.2.2 and the envelope will be super scribed as "Technical Bid for Design, Development, Implementation and Maintenance of a Mobile Application for NCFE (Document Reference No: NCFE/2023-24/RFP/01) ".
- iii. The third sealed envelope will contain the Price Bid as stated in Section-5.2.3 and the envelope will be super scribed as "Price Bid for Design, Development, Implementation and Maintenance of a Mobile Application for NCFE (Document Reference No: NCFE/2023-24/RFP/01)". Companies are required to strictly adhere to the format given in the Annexure XV with the correct information. Any erroneous data provided in the price bid shall automatically lead to rejection of the bid.
- iv. The three separate sealed envelopes should be put together in another sealed main envelope super scribed as "Design, Development, Implementation and Maintenance of a Mobile Application for NCFE (Document Reference No: NCFE/2023-24/RFP/01).
- v. The first and the second envelope mentioned above must not contain any documents showing the bid price of the proposed products and services. If bid price figures are mentioned in any of the documents enclosed in envelope one or two, the proposal will be disqualified and will not be evaluated.
- vi. The Price Bid must be unconditional. Conditions, if any should be indicated in eligibility bid only.

### 5.2 Checklist of Documents

Interested Bidders shall submit the following documents as part of the RFP proposal

Sr.	Item
No	
5.2.	1 Envelope-1: Eligibility BID and EMD
1	Cover Letter as per as per the format given in Annexure I.
2	Company profile as per Annexure II.
3	Letter of Authorization as per the format given in Annexure III duly authorizing a person as representative with all powers and authority for submission of proposal in response to this

#### National Centre for financial Education

RFP – Design, Development, Implementation and Maintenance of a Mobile Application for NCFE

	RFP.			
4	No Conviction Letter as per the format given in Annexure IV.			
5	Copy of Purchase Orders for amounts as mentioned in Section 16.2.			
6	Project Completion Certificates as per the format given in Annexure V.			
7	Copy of Audited Profit and Loss Statements and Balance sheet from CA for FY 2022-23, FY			
	2021-22 and FY 2020-21.			
8	A cancelled cheque of the bank account mentioned in company profile.			
9	Earnest Money Deposit in accordance with section 7.			
10	A valid registration certificate for proposed goods and services under the Micro and Small			
	industries category issued by the appropriate authority (if applicable) in lieu of EMD.			
11	A hard copy of this RFP document Signed and stamped on each page by authorized			
	signatory of the company.			
12	A copy of Certificate of Incorporation/ Registration/ MoA as applicable.			
13	Copy of PAN card.			
14	GST Registration certificate.			
5.2	.2 Envelope-2: Technical Bid			
1	Company capability in the format as mentioned in Annexure-VI. The bidders will be			
	required to demonstrate the product which is a part of the project during Presentation of			
	the Technical bid.			
	Note: The Companies will be required to make a comprehensive presentation on the past projects			
	mentioned in the company capability.			
2	Scope of work confirmation as per the format given in Annexure-VII.			
3	CVs of Resources mentioned in Section-12 as per the format given in Annexure-VIII.			
4	Client References as per the format given in Annexure IX.			
5	Resource Deployment Plan as per the format given in Annexure-X.			
6	Proposed Technology Stack for the Mobile App Development as per Annexure XI.			
5.2	.3 Envelope-3: Price Bid			
1	Price Bid as per Annexure-XV.			

### **6. OTHER TERMS AND CONDITIONS**

- i. No Proposals shall be accepted after the due date and time. Proposals received after the last date shall not be opened and no further action shall be taken on such proposals. All, or any, incomplete proposals shall be rejected without any evaluation.
- ii. The Bidder is advised to study all the technical and commercial aspects, instructions, forms, terms and specifications in the RFP carefully. Failure to furnish all information required in the Proposal or submission of a Proposal not substantially responsive to the

RFP - Design, Development, Implementation and Maintenance of a Mobile Application for NCFE

RFP in every respect will be at the Bidders risk and may result in rejection of the proposal.

- iii. The proposal not submitted in the prescribed format or incomplete in any manner is likely to be rejected.
- iv. NCFE is not responsible for non-receipt of proposals within the specified due date due to any reason including postal delay or holidays.
- v. The equipment/products quoted should not be from the discontinued production line. In case of discontinuation of production line after the issue of the purchase order, the selected bidder will supply the next higher configuration on the same terms and conditions.
- vi. The prices quoted shall be in Indian Rupees only.
- vii. Submission will be valid only if:
  - a. It is received on or before the closing date and time as stated in Section-4 of this document.
  - b. The submission is not by Fax or Email.
- viii. Only one response to this RFP from each Company will be permitted. In case of partnerships/ consortium, only one submission is permitted through the lead Company.
  - ix. All expenses incurred towards the preparation and submission of the Proposals by the bidder will be entirely borne by bidder themselves.
  - x. NCFE reserves the right to reduce or increase the scope of this RFP or cancel this RFP without stating any reasons whatsoever.
  - xi. NCFE reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the contract/purchase order, without thereby incurring any liability towards the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for NCFE's action.
- xii. The bid documents submitted by the bidders must have validity for 90 days from the last date of bid submission.
- xiii. There is no fee to be paid by the interested bidders for this RFP document.
- xiv. Stamp duty and/or registration charges if any, incurred towards entering into the agreement with the successful bidder for awarding the contract has to be borne by the successful bidder.
- xv. The tenure of the agreement for post implementation support and maintenance services shall be for a period of three years. The said tenure shall start with effect from a mutually agreed date immediately after the project is signed off.
- xvi. By responding to this RFP, the bidders shall be deemed to have accepted all the terms and conditions stated in this RFP.
- xvii. Proposals shall be prepared in indelible ink. It shall contain no interlineations or

overwriting.

- xviii. The bidders are expected to examine all instructions, forms, terms and specifications provided in this document. Failure to furnish all required information may result in rejection of the bid.
  - xix. All bids must be sealed as mentioned in section 5.1. If the bids are not sealed and marked as indicated in section 5.1, NCFE will assume no responsibility for misplacement any bid documents or its premature opening.
  - xx. All the pages of the bid documents will be signed by the authorized signatory of the Company.
  - xxi. The bids will be opened in the presence of the authorized representatives of the bidders who wish to be present.
- xxii. Bidders qualifying to be under the category of "Micro and Small" industries and holding a valid registration certificate for goods and services proposed to be procured in this RFP shall be exempted from submission of EMD. The said exemption shall be provided to only those bidders who submit a copy of the said certificate (instead of EMD) in envelope-1 as mentioned in item 10 in Section 5.2.1.
- Relevant price information and the rates should be quoted in Indian National Rupees (INR) only. Any bid specifying price information in any other currency will be rejected.
- xxiv. This RFP does not confer any right to any bidder on the services rendered/to be rendered unless selected and an agreement is executed between the bidder and NCFE. NCFE will have the sole right to reject any and / or all bids. NCFE is not bound to accept the lowest and / or any other bid(s) and reserves the authority to reject any and / or all the bids received without assigning any reason. NCFE shall have the right to avail services from other companies in case the selected bidder fails to perform the work assigned as per the terms and conditions of this RFP.
- xxv. The letter of intimation communicating acceptance of work order (i.e. Letter of Acceptance) shall be issued by the selected bidder to NCFE within 7 working days from the date of issuance of work order clearly mentioning the date of commencement of the work.
- xxvi. Please note that Unsuccessful bidders will be informed about the decision only after the entire tender process is completed.

For any clarifications/queries contact the following person: Prathap H N, Manager-IT, National Centre for financial education, 6<sup>th</sup> floor, NISM Bhavan, Vashi, Navi Mumbai 400703. Email : itprojects@ncfe.org.in

Contact Telephone : 022-68265-116

### 7. EARNEST MONEY DEPOSIT

EMD Must be furnished in the form of account payee Demand Draft from a scheduled commercial bank in an acceptable form for INR 40,000/- (INR Forty Thousand only) drawn in favor of 'National Centre for Financial Education' payable at Mumbai. The EMD must be valid for a minimum period of 3 months .<u>The bidders are required to write the name of the company on the backside of the demand draft</u>. Cheques for the EMD will not be accepted. Bids accompanying cheques will stand automatically rejected. No bid shall be considered unless the EMD is deposited in the format as mentioned above. The EMD of unsuccessful bidders shall be returned without any interest within 15 (fifteen) working days after the work order is issued to the selected bidder. The EMD of the selected bidder shall be returned without any interest on submission of the performance bank guarantee as per the terms and conditions mentioned in the section 8. The EMD shall be interest free and no interest shall be paid on the EMD by NCFE while returning the EMD to unsuccessful and selected bidder.

The EMD is liable to be forfeited in case the Bidder withdraws the bid after submission of the same or during evaluation of the bid by NCFE or does not accept the purchase order or fails to sign the contract within the stipulated time.

### 8. PERFORMANCE BANK GUARANTEE

The selected bidder will be required to submit a Bank Guarantee of 10% of the Bid Price (inclusive of GST) covering the scope of work as stated in section 9. The Bank Guarantee will be valid for a period of 12 months from the date of issuance of the Bank Guarantee considering the project implementation period to be 3 months as mentioned in section 11. If the project Sign off is delayed then the Bank Guarantee shall be extended by the selected bidder by a suitable period to ensure that the bank guarantee of correct value remains valid for period of 6 months from the date of project sign off. The Bank Guarantee of correct value and validity period as mentioned above must be submitted within five working days from the date of issuance of the

Work Order. In case the bidder fails to submit the Performance Bank Guarantee within the said time frame, the Earnest Money deposited by the selected bidder shall be forfeited automatically without issuing any reminder to the selected bidder. The Bank Guarantee from Cooperative Banks will not be acceptable. The Performance Bank Guarantee shall be forfeited if the work is not completed as per the required schedule and specifications.

The Performance Bank Guarantee shall be forfeited under following circumstances:

- i. If the selected bidder having been given by the NCFE, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or improper manner or there is lack of workmanship, the selected bidder fails to comply with the requirement of such notice within a period of 15 (fifteen) working days thereafter.
- If the selected bidder has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the NCFE (which shall be final and binding), he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 15 (fifteen) working days from NCFE.
- iii. If the selected bidder fails to complete the work on or before the stipulated completion date or does not complete the work within the stipulated period as specified in a notice issued in writing by NCFE.
- iv. If the selected bidder persistently neglects to carry out its obligations under the agreement and /or commits default in complying with any of the terms and conditions of the agreement and does not remedy it or take effective steps to remedy it within 15 (fifteen) working days after a notice in writing notice issued in writing by NCFE.
- v. If the selected bidder has obtained the agreement as a result of wrong tendering or other non-Bona Fide methods of competitive tendering.
- vi. If the selected bidder assigns or attempts to assign, transfer, subcontract or otherwise parts with the entire work or any portion thereof without the prior written approval of the NCFE.

Under the above circumstances, the NCFE will not only forfeit the performance guarantee but may also (i) without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to NCFE, cancel the agreement as a whole or drop any items of work in default from the Agreement and (ii) May decide to carry out the incomplete work by any means at the risk and cost of the Selected bidder.

The Performance Bank Guarantee shall be released after the expiry of the validity period or at the end of any extension period thereof.

### 9. SCOPE OF WORK

The selected bidder is expected to carry out the following scope of work as part of this tender document.

### 9.1 Design and Development Work

The selected bidder is required to design and develop the mobile application meeting the following functionalities. During the design and development process, the bidder is expected to hold at least three to four (3 to 4) "walkthrough" sessions showing the work-in-progress at regular intervals.

### 9.1.1 Functional Requirements

The proposed mobile application is required to meet the following functional specifications. Please note that these are broad and high level functional requirements. However, the selected bidder is required to discuss these high level requirements with NCFE team in detail and submit a comprehensively functional requirement for NCFE's approval.

### i. <u>e-LMS</u>

NCFE has a Moodle based eLearning Management System providing Financial Literacy related content in SCROM. The system is currently being used by the members of public through website of NCFE. The following features of the said e-LMS system are required to be made available in the proposed mobile application:

*tor* Fina

- a. Candidate Registration
- b. Candidate Dashboard which displays different financial literacy related modules
- c. Content of various modules
- d. Quiz
- e. Candidate's Feedback
- f. Feature to download certificate

Sample user interfaces for the above mentioned functionality are provided in Annexure XIII. It is important to note that the successful bidder is not required to redevelop the entire e-LMS system as a mobile application. Rather, the above mentioned existing e-LMS system has to be simply made accessible through the mobile application with improvement if required.

### ii. Registration for National Financial Literacy Assessment Test

NCFE has been successfully running for the past several years a system for assessment of Financial Literacy amongst school children. Currently, the system is a browser based system and NCFE intends to make the registration module of the said system accessible through the proposed mobile application as well. The interface for registration of candidates is shown in Annexure XIV.

It is important to note that the successful bidder is not required to redevelop the registration

module of the above mentioned system as a mobile application. Rather, the registration module of existing system has to be simply made accessible through the mobile application with improvement if required.

#### iii. FE Programme Request Forms

NCFE currently uses a SaaS based software called "Zoho Forms" to receive requests from various stakeholders for the programmes conducted by NCFE. The forms created using Zoho Forms shall be made accessible through the proposed mobile application. The mobile application users should be able to open the said forms directly in the proposed mobile application and not via the browser.

#### iv. Announcements

This feature will have primarily two major components as mentioned below:

#### a. Back-office component

This component is meant for back-office user to feed and manage the announcements that need to be published on the mobile application. The details are provided in section 9.1.1 (x) on back-office module.

#### b. <u>User Interface</u>

The functionality of the user interface at a high level is as follows:

- The mobile application shall have a tab named as "Announcements".
- All the announcements sent from the back-office shall be listed under the said tab in the descending order of date and time (i.e. the latest announcement are at the top). The announcements shall appear in the list as clickable items where each item shall comprise of the first few words of the concerned announcement appearing as a clickable link. The full text of the announcement shall be seen upon clicking the link.
- The announcements shall have only text and images.
- The announcement service shall support Unicode.
- In the absence of the any images in the announcements, the textual part must be appropriately formatted on the screen to ensure better look and feel.

#### v. <u>Financial Literacy Messages</u>

The purpose of this feature is to send financial literacy related short and educative messages to the end users at regular intervals. The said feature shall comprise of the following components:

#### a. Back-office component

This component is meant for back-office user to feed and manage the Financial Literacy related

messages that need to be published on the mobile application at regular intervals. The details are provided in section 9.1.1 (x) on back-office module.

#### b. <u>User Interface</u>

The key features of the user interface for Financial Literacy messages shall be as follows:

- The Financial Literacy message shall appear in an exclusive section at an appropriate location on the home screen.
- Only one message shall remain on display at any time in the designated section.
- The message shall remain on display for a designated period as scheduled in the back-office module.
- The messages shall have only text and images.
- The messages shall support Unicode.

### vi. <u>Video Gallery</u>

#### a. <u>Back-office component</u>

This component is meant for back-office user to feed and manage the Financial Literacy related Videos that need to be made accessible through the mobile application. The details are provided in section 9.1.1 (x) on back-office module.

तित्तीय शिक्ष

### b. User Interface (List of clickable video titles)

The user interface for video gallery on the mobile application shall have the following features:

- A separate tab shall be provided for video gallery at an appropriate place.
- The user will be able to choose a category of the video.
- A list of videos of chosen category shall be displayed under the above mentioned tab. Each item in the list shall comprise of (i) Video Title and (ii) A short description of the video. The video title shall be clickable.
- The user should be able to select a video by clicking on video title.
- The chosen video shall be displayed in a window within the mobile application. The selected bidder is required to discuss the said display feature with NCFE team to assess the impact of the feature on the size of the mobile application.

### vii. <u>Live Video Streaming</u>

#### a. <u>Back-office component</u>

The features of the back-office module for live video streaming are listed in section 9.1.1 (x).

- b. <u>User Interface (List of clickable video titles)</u>
- A separate tab shall be provided at an appropriate place for live video(s).
- A list of all live events shall be displayed under the said tab.
- Each event shall have a clickable title and a short description.
- Live streaming of the event shall happen in a window within the mobile application as soon as the user clicks on the title.
- If there are no live events, an appropriate message shall be displayed.

### viii. <u>FL Initiatives</u>

#### a. <u>Back-office component</u>

The features of the back office module related to financial literacy initiatives are listed in section 9.1.1 (x).

#### b. <u>User Interface</u>

The functionality of the user interface at a high level is as follows:

- The mobile application shall have a separate tab for financial literacy initiatives.
- Titles of all FL initiatives shall be listed on the said tab.
- Upon clicking a title, information related to the concerned FL initiative shall be displayed.
- The information shall have text and images.
- The text must support Unicode.

### ix. <u>FL Statistics</u>

Current Statistical figures related to the following initiatives shall be made available on the mobile application:

tor Fina

- E-LMS.
- Financial Literacy Assessment system.
- Financial Literacy programmes.

APIs shall be provided by NCFE to access the statistical data related to the above mentioned initiatives. The selected bidder will have to integrate the said APIs with the mobile application.

### x. <u>Back-office Module</u>

The back-office module shall have the following functionality to manage various features of the mobile application:

a. Announcements

Following are the high level requirements to publish and manage announcements in the mobile application:

- A facility to capture announcements.
- The announcements shall have both text and images.
- Each announcement shall have an expiry date. The expiry date should be modifiable during the active period.
- The past messages must be available for viewing. The past messages shall be accessible based on • a given period.

#### b. Financial literacy messages

Following are the high level requirements to publish and manage financial literacy messages in the mobile application:

- A facility to capture financial literacy message and schedule the same.
- The scheduling of financial literacy message involves declaring the start date and expiry date of the publication of message in the mobile application.
- The financial literacy message shall have both text and images.
- The past messages must be available for viewing, and their accessibility shall be based on a specified period.

#### c. Video gallery

The high level requirements are as follows:

- An appropriate user interface to capture the following meta data of a video to be made i. available in the mobile application:
  - Title of the video. •
  - Short description of the video. ٠
  - for Financ Category (through dropdown menu). •
  - URL of the video.
- ii. A facility to create video category master.

#### d. Live Video Streaming

The required features are as follows:

i. An appropriate user interface to capture the following Meta data of the live event.

16

- Title of the event. •
- Short description of the event. •
- URL of the live stream. •
- Schedule of the live event in terms of start date & time and end date & time.
- Facility to add multiple live events.

- e. Information about FL Initiatives
- Facility to insert, delete and modify the title and information of the FL initiatives to be provided.
- The information shall support Unicode text and image.
- f. <u>Reports</u>

The back-office module shall have a facility to generate report(s) providing information regarding the usage of key features of the mobile application. Typically this could be in terms of number of users hitting the tabs of various key features on a daily basis. More details shall be arrived at during application design stage.

**Note:** The above mentioned functionality is stated at a high level. However, the selected bidder is required to discuss the functionality at length with NCFE team and draft detailed functional requirements prior to development of the mobile application.

### 9.1.2 Application Design

The selected bidder shall carry out a detailed analysis of functional requirements prior to commencement of the application development work and submit a report covering the following aspects:

- a) Detailed layout of user interfaces in terms of Wireframes or mock screens or any other suitable method.
- b) Database structure.
- c) Integration with third party applications (APIs) as mentioned in section 11.1.5.

### 9.1.3 Non-Functional Requirements

The mobile application is required to meet the following non-functional requirements:

a. <u>Mobile Application Size</u>

The size of the mobile application should not exceed 40 MB for iOS and 20 MB for Android.

b. Mobile Device Screen Resolution

The mobile application is required to support screen sizes from <u>426dp x 320dp</u> to <u>960dp x 720dp</u>.

c. <u>Caching</u>

The mobile application design and development process must cater for caching provisions in the front-end on the mobile device. Appropriate caching must also be done at the back-end of the mobile application. The selected bidder shall develop a technical document showing all caching provisions made in the mobile application with appropriate justification.

#### d. <u>Reactivity</u>

The front-end of the mobile application should be heavily based on reactivity. The interaction of the front-end with the back-end should be restricted to only data fetching. Furthermore, data fetching must happen asynchronously. The selected bidder will submit a document to NCFE containing at least ten code segments showing use of reactivity and asynchronous API calls.

#### e. <u>Application Security</u>

NCFE shall engage a third party to carry out the security audit of the mobile application. The selected bidder shall carry out the necessary changes/modification to address the observations made in the security audit report in time bound manner (within the mutually agreed timeframe not exceeding 60 days) without any additional cost to NCFE. The application will be hosted only after successful acceptance testing of the application by NCFE and a reasonable degree of compliance with the security audit report.

### 9.2 User Acceptance Testing

The selected bidder shall adhere to the following key points regarding the testing of the mobile application:

#### a. <u>Test Cases and Test Reports</u>

The selected bidder shall submit a comprehensive set of test cases together with a report clearly demonstrating extensive testing of all features of the mobile application (both front-end and back-office module) at adequate level of granularity. NCFE shall not accept any releases of the mobile application, if it is not accompanied by test cases and test reports.

#### b. User Acceptance Testing

NCFE shall perform acceptance testing of the application and provide the feedback. The selected bidder is not expected to exceed two cycles of acceptance testing.

### 9.3 Training

- a. The selected bidder is required to provide training to the designated IT staff of NCFE (a maximum of three staff members) on the development framework chosen by the bidder (refer section 11.1.2).
- b. The selected bidder will prepare a training plan covering training schedule and a list of training content and submit the same to NCFE for approval prior to commencement of training.
- c. The training is expected to be a comprehensive training program on the development framework for adequate duration.

The objective of the above mentioned training is to make the designated IT resources of NCFE capable of carrying out the application maintenance activities including minor changes in the application. The training shall be held in the conference room of NCFE on the 6<sup>th</sup> floor in NISM Bhavan, Vashi, Navi Mumbai.

### 9.4 Test and Production Environment

NCFE shall provide Test and Production environment for the proposed mobile application. NCFE shall hire cloud based IaaS catering for adequate processing and storage capability. The selected bidder shall create the Test and Production environment on the IaaS to be provided by NCFE. Creation of the said Test and Production environment involves key activities like installation of the required Development Framework, Database Management System, Configuration of Web server etc., Please note that NCFE shall not provide PaaS rather it will provide IaaS. NCFE shall not provide the development platform. The selected bidder shall be responsible to create the development platform and carry out the mobile application development work on the same. However, the UAT shall be carried out on the test platform provided by NCFE.

### 9.5 Application Hosting

NCFE shall provide the required infrastructure as IaaS on the cloud (refer section 9.4) for hosting the back-end of the mobile application in the production environment. The following work shall be carried out by the selected bidder as part of mobile application hosting:

- i. Create the production platform appropriate for hosting the back-end of the mobile application.
- ii. Install and configure the back-end of the mobile application on the production platform.
- iii.A Final Walk-through the mobile application and seek approval of NCFE.
- iv. Host the mobile application on Google Play store and Apple store. The Selected bidder shall work hand-in-hand with NCFE team to accomplish the said task.

### 9.6 Documentation

The following list of the documents shall be provided in English language by the successful bidder

### a) System Design Document

The system documentation shall cover the following aspects:

- a. A list of all programs, scripts, scheduled jobs, HTML files etc. with detailed description of the functionality of each of them.
- b. Detailed Mapping of programs, scripts, HTML files against the different segments of the user interfaces.
- c. The Database structure including all tables, fields, Relations between tables, indices etc.
- d. Backup and Restore policy.
- e. Source code with adequate comments.

NOTE: The system documentation is expected to be very comprehensive which includes the

above mentioned items and also any other additional aspects. It should be self-sufficient for the internal developer of NCFE to figure out and make necessary changes in the Mobile Application. Furthermore, the above mentioned documentation should be updated each time a new module is developed or a functionality upgrade takes place during the tenure of SLA.

### 10. DELIVERABLES

### **10.1** Mobile Application

Tested, signed-off and hosted mobile application on Google Play store & Apple store. This includes the entire source code of the mobile application.

### **10.2 System Documentation**

The System documentation as mentioned in section 9.6.

### 10.3 Training

Training as per the requirements mentioned in section 9.3.

### **10.4 Miscellaneous Documents**

This includes Project plan, minutes of meetings, monthly "Support Services" activity reports and any other ad-hoc documents as required during execution of the project.

### **11. TECHNOLOGY STACK**

NCFE is proposing the following options for the technology stack to be used for the mobile application and the back-office module related to mobile application. Bidders are required to choose one of the given options for each component of the technology stack. Bidders are required to fill the Annexure XI and submit it in envelope-2 as the part of technical bid.

### 11.1 For Mobile Application

### 11.1.1 Development Framework

Bidders are required to choose one of the following development frameworks. Please note that you are expected to propose only one of the following given options.

- a. React Native
- b. Flutter
- c. Ionic

The bidders must propose <u>latest stable version</u> of the chosen development framework.

### 11.1.2 Mobile Device OS

The bidders are required to make the proposed mobile application compatible with the latest version of both the Android and iOS operating systems.

### 11.1.3 Backend Database

The backend database of the proposed mobile application must be MySQL (latest stable version). Please note that no other database will be acceptable. The current internal systems of NCFE are either using MySQL or SQL server. Therefore, the choice of MySQL as the backend database for the proposed mobile application shall facilitate seamless integration with internal systems.

### 11.1.4 Mobile APIs

The bidders may be required to use the following APIs. The purpose of using these APIs would be to extend the functionality of the mobile application. These APIs are freeware.

- a. Facebook APIs.
- b. Twitter APIs.
- c. Google Maps APIs.

The use of the above mentioned APIs would be ascertained during drafting of the detailed functional requirements of the mobile application. In addition to the above, the bidders will be required to develop an API to access statistical data from NCFE website. The details of the underlying database structure of NCFE website shall be provided during the development process. The said API will be a simple API to be built on just a few tables storing consolidated statistical data. In addition to the aforementioned, we may also identify the need for a couple of additional external APIs. Such additional APIs shall not exceed two in number.

### 11.1.5 Mobile App Plugins

The bidders may be required to use the following plugins to minimize the design and development effort:

e for Finany

- a. Image Gallery Plugin.
- b. WebView Plugin.
- c. YouTube Plugin.
- d. Questionnaire Plugin, etc.

The above mentioned plugins are low cost plugins and the bidders are required to include the subscription cost of the above mentioned plugin for a period of two years.

### 11.2 For Back-office Module

### 11.2.1 Technology for Front-end

The back-office module will be a web based application. The front end of the back-office module shall support Windows Desktop Operating System (latest version). The front end shall be developed using HTML5, Bootstrap, and JavaScript. The browsers to be supported are Microsoft edge, Chrome and Mozilla Firefox.

### 11.2.2 Technology for Back-end

The back-end server operating system shall be Linux (latest stable version). The scripting language to be used shall be PHP (latest stable version). The database shall be MySQL.

NCFE shall procure the cloud based hosting platform of the appropriate capacity (i.e. Memory, Storage, and Bandwidth) to be suggested by the selected bidder.

### **12. RESOURCE REQUIREMENTS**

The bidder is required to propose the following key resources for development of mobile application for NCFE. The CVs of the proposed resources in the format as mentioned in Annexure-VIII must be enclosed in the Technical bid (Envelop 2)

#	Resource Type	Job Description		
1	Project Manager	<ul> <li>Single point of contact.</li> <li>Must have adequate knowledge on the project.</li> <li>Should be able to skillfully coordinate with development team.</li> <li>Must have minimum 5 years of experience in managing Mobile application development work.</li> </ul>		
		• Should be a graduate in commerce, science or engineering from a recognized institution/ university.		
2	Designer – cum- Developer(s)			

### **12.1** Skill Set for Mobile Application Development:

3	Tester	• Must have at least 3 years of experience in carrying out the standard		
			mobile application testing procedure which includes development	
			test plan and test cases.	
		• Should be a graduate in science or engineering from a recognized		
			institution/ university.	

#### NOTE:

- 1. CV of each resource must be submitted in accordance with the Annexure-VIII. The CV must include elaborate description of the major tasks performed by the resource.
- 2. <u>The bidders are required to assess and appropriately propose the optimum</u> <u>number of designer-cum-developers required for the project.</u>

### **12.2 Resource Deployment Plan**

The bidders are required to commit the resource deployment plan as mentioned in Annexure X. The said plan must be included in the technical bid.

### **13. DELIVERY LEAD TIME**

The selected bidder shall complete the entire scope of work as stated in section 9 and sign off the project within <u>90 Calendar days</u> from the date of issuance of Work Order including the deliverables mentioned in section 10. The bidder will hold a planning session with NCFE team soon after issuance of the Work Order and draw a detailed project plan.

<sup>9</sup> for Final

### **14. PAYMENT PLAN**

The following tables present the payment plan for Project Development Cost, charges for Support & Maintenance Services and charges for Change Requests:

S.	Deliverable	Payment Amount	When?
No			
1	Mobile Application	70% of the mobile application development cost (item no 1 of table 4 in the price bid )	<ul> <li>Upon successful completion of User Acceptance Testing and</li> <li>After addressing issues (if</li> </ul>
			any) raised by third party

Table 1: Payment Plan for Project Development Work

2	Training	20% of the mobile application development cost (item no 1 of table 4 in the price bid )	security auditor to be engaged by NCFE. After successful completion of training as mentioned in section 10.3.
3	System Documentation	10% of the mobile application development cost (item no 1 of table 4 in the price bid )	After approval of system documentation by NCFE.

#### Table 2: Payment Plan for Support and Maintenance Services

S. No	Deliverable	Payment Amount	When?
1	Support and	Prorated Annual Support and	The monthly charges shall be
	Maintenance services	Maintenance Charges on	paid in arrears upon
	for Mobile Application	monthly basis	submission of the following
			documents:
			1. Invoice
			2. "Support Services" Activity
			Report for the month

### **Table 3: Payment Plan for Change Requests**

S. No	Deliverable	Payment Amount	When?
1	Tested Patch for change	100% Cost of Change Request	Upon successful completion of
	request(s)		UAT and deployment of the
			patch on the production server

### **15. PRICE VALIDITY PERIOD**

The quoted prices shall remain valid for a period of 120 Days from the date of closure of this RFP.

### **16. BID EVALUATION PROCESS**

### **16.1 Evaluation of EMD**

The EMD of each bidder shall be checked for compliance with the facts mentioned in section 7.

### **16.2 Evaluation of eligibility bid**

The proposals received from bidders in response to this RFP shall be evaluated based on the following criteria. <u>The bidders meeting the said criteria shall be shortlisted as eligible</u> <u>suppliers</u>. The Technical bids of only the eligible bidders shall be opened. NCFE reserves the right to verify the documents submitted by the bidders or seek any further clarification to address inadequacy of information in their proposals.

Minimum Qualification/ Eligibility criteria	Proof required
	•
The Bidder should be a Company registered under the	Copy of Certificate of
Companies Act 1956/2013, Society Registration Act 1860/	Incorporation / Registration /
Autonomous Body of Govt. / Partnership Firm in existence	MoA as applicable.
for the at least 5 years as on Feb 28, 2024.	
The Bidder should fulfill one of the following criteria in	Copy of Work orders.
respect of past experience of mobile app <mark>lication in last 7</mark>	
years (prior to Feb 28, 2024):	
Completed 3 works of the above mentioned nature each	
costing not less than INR Six Lakh and Seventy Thousand	
only (inclusive of GST).	
OR	
Completed 2 works of the above mentioned nature each	
costing not less than INR Eight Lakh Thirty Thousand only	
(inclusive of GST).	
OR	
Completed one work of the above mentioned nature	
costing not less than INR Thirteen Lakh Thirty Thousand	
only (inclusive of GST).	
A copy of Project Completion certificates for the projects	Copy of Project completion
mentioned in item no 2.	certificates.
	Companies Act 1956/2013, Society Registration Act 1860/ Autonomous Body of Govt. / Partnership Firm in existence for the at least 5 years as on Feb 28, 2024. The Bidder should fulfill one of the following criteria in respect of past experience of mobile application in last 7 years (prior to Feb 28, 2024): Completed 3 works of the above mentioned nature each costing not less than INR Six Lakh and Seventy Thousand only (inclusive of GST). OR Completed 2 works of the above mentioned nature each costing not less than INR Eight Lakh Thirty Thousand only (inclusive of GST). OR Completed one work of the above mentioned nature costing not less than INR Thirteen Lakh Thirty Thousand only (inclusive of GST).

4	The Company should have a minimum average annual	Copy of Audited Profit and
	turnover of INR 15,00,000/- (INR Fifteen Lakhs only )	Loss Statement and Balance
	during the last 3 years (FY 2020-21, FY 2021-22 and FY	sheet for FY 2020-21, FY 2021-
	2022-23).	22 and FY 2022-23.
5	The Company should have a valid PAN and GST	Copy of PAN card and GST
	Registration in India.	Registration certificate.
6	The Company should not have been blacklisted by central	Duly signed "No Conviction
	/state Government departments/ undertakings/Financial	Letter" as per the Format
	sector regulators and not involved in any major litigation	provided in Annexure IV
	that may affect or compromise the delivery of service	
	required.	
	The Company should not have been penalized or found	
	guilty in court of law.	
	Neither the Company nor its proprietor / directors /	
	partners have defaulted to any Bank.	

### 16.3 Evaluation of Technical Bids

The Technical bids of those bidders whose EMD and Eligibility bid is found to be in order as mentioned in section 16.2, shall be evaluated based on the criteria mentioned. NCFE may ask for supplementary information or additional documents as necessary by email only to address inadequacy of information. NCFE is not responsible for any delay in receiving responses or non-receipt of any response from the bidders to such requests. All email correspondence will be addressed to the email id mentioned under Section 4.

### 16.3.1 Scope of Work Confirmation

The bidders shall provide a statement of confirmation regarding scope of work to be executed in the format as stated in Annexure-VII. The technical bid of only those bidders who have submitted duly signed statement of confirmation of the scope of work will be evaluated in accordance with the technical criteria mentioned in section 16.3.2. Please note that in the absence of the said signed statement as per Annexure-VII, the technical bid shall not be evaluated and bidder will be disqualified.

### 16.3.2 Technical Criteria

The technical bids of only those bidders who have submitted Annexure VII confirming the entire scope of work shall be evaluated based on the following criteria.

The points allocated for each criterion are also mentioned in the table below.

#	Criteria	Description	Maximum
			points
1	Company	a) <u>Past Projects</u>	05
	Capability	Bidder must have developed a minimum of four mobile	
		applications. The bidders are required to submit the Project	
		completion certificate as per format in Annexure V.	
		b) <u>Staff strength</u>	05
		A brief picture of the total staff strength of the company in	
		terms of the number of people in different functional areas.	
		c) <u>CVs of Key Resources proposed for the project</u>	05
		The team proposed by the bidder must comprise of the	
		minimum skill set mentioned in section-10. The Bidders are	
		required to submit comprehensive CVs of all members of	
		the team proposed for the project. The CV of each resource	
		must be in accordance with the format mentioned in	
		Annexure VIII. Each resource must elaborately mention the	
		major tasks performed by him/ her in the CV. All CVs of the	
		proposed team must be submitted as part of the technical	
		bid in envelope 2. C for Final	
2	Client Reference	The bidders are required to submit at least three client	10
		references as per the format given in Annexure IX. NCFE	
		shall contact the clients referred by the bidders as part of	
		the technical bid evaluation process. Therefore, the bidders	
		have to inform the clients and facilitate NCFE's interaction	
		with the clients.	
3	Technical	The bidders shall make a presentation based on the	25
	Presentation and	guidelines provided in Annexure XII. As part of the	
	Product	Presentation, the bidders are required to demonstrate two	
	Demonstration	mobile applications. Bidders may pick any of the $\underline{two}$	
		<b>mobile applications</b> from the past completed projects.	
		Please note that the chosen applications must be mobile	
		applications.	
		The key aspects to be demonstrated are:	

<ul><li>a) User Interface (front-end of the mobile application).</li><li>b) The back-office module to monitor the content and User Interface of the front-end.</li></ul>	
c) Integration with other applications.	
<u>Note:</u>	
1. The bidder must include developers with adequate	
technical knowledge as part of the team in the team that would demonstrate the application.	
<b>2.</b> The bidders must demonstrate the mobile application and it should not be as a PowerPoint Presentation.	
TOTAL	50

### 16.3.3 Technical Score Cutoff

The bidders are required to score at least 40 points out of a total of 50 points. Also, the score based on the feedback from client references must be 8 points out of 10. The bidders who meet both the cut off points shall qualify for opening of their Price bids. It is important note that the Price Bid of a bidder who does not clear both the cutoff points shall not be opened.

### **16.4 Evaluation of Price Bids**

- i. The price bids of only those bidders who have scored the cut off points as mentioned in section 16.3.3 shall be opened and evaluated as follows:
  - a) The Price bids shall be checked first for completeness (i.e. inclusion of all cost components as per the format provided in Annexure XV).
  - b) Furthermore, the Price bids will be scrutinized for computational errors if any.
  - c) Compliance with the instruction that the quoted Annual Cost for Support and Maintenance Services (column-3 in Table-3 of Annexure XV) must be a minimum of 12% of the quoted Cost of Mobile Application Development. (Column-2 in Table -1 of Annexure XV) as mentioned in the Price Bid format (Annexure XV).
- ii. The price bids that are found be in order as per step i (a), i (b) and i (c) shall be compared and the work will be awarded to the bidder with the lowest bid price.

## 17. KEY TERMS AND CONDITIONS OF PROJECT AGREEMENT

The successful bidder will be required to sign a "Project Agreement" with NCFE prior to issuance of Work Order. The said "Project Agreement" will set forth the terms and conditions for Project execution. Some of the key terms and conditions of the agreement are as follows:

### 17.1 Penalty

Soon after receiving the Work Order, the selected bidder will develop a project plan in consultation with NCFE keeping in view the delivery lead time mentioned in Section-13 of this RFP. The said plan shall be approved by NCFE. The selected bidder must strictly adhere to the approved project plan.

NCFE shall monitor delivery of each deliverable as per the project plan. NCFE shall formally declare delay if a given deliverable is not delivered as per the schedule prescribed by the project plan. All such delay declarations shall be reconciled at the end of the project soon after sign off. A penalty will be imposed by NCFE based on the "Cumulative Delay" as it stands after the said delay reconciliation exercise at the end of the project.

The supplier shall have to pay penalty to NCFE @ Three percent (3%) of the cost of Work Order (inclusive of GST) per week for late delivery and there shall be an upper limit of 24% of the cost of Work Order (inclusive of GST) for the penalty to be deducted. The applicable penalty will be deducted from the amounts due for payment or from Performance Bank Guarantee. In case of "Cumulative Delay" beyond 8 weeks from the project completion date stipulated by the approved Project Plan. NCFE reserves the right to terminate the agreement in terms of Section 17.2 and recover the penalty from the Performance Bank Guarantee.

### **17.2 Termination**

NCFE shall terminate the Agreement or drop only such items of work in default from the Agreement if the selected bidder:

- at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 calendar days from the NCFE; or
- ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 calendar days after a notice in writing is given to him in that regard by NCFE ; or
- iii) delays the project beyond 8 weeks from the Project Completion Date stipulated by the approved Project Plan; or
- iv) declares force majeure in terms of section 17.4; or
- v) enters into a contract with NCFE as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- vi) being an individual or a firm or any partner thereof shall at any time be adjudged insolvent under any Insolvency Act; or
- vii) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company.

### **17.3** Arbitration

In the event of a dispute or difference of any nature whatsoever between NCFE and the supplier during the course of assignment arising as a result of this RFP, the same shall be referred for arbitration to the panel of arbitrators. The panel shall be constituted prior to commencement of arbitration and shall comprise of two arbitrators and an umpire. NCFE and the supplier shall each nominate an arbitrator to the panel and these arbitrators shall appoint an umpire. Arbitration shall be carried out at NCFE office, Vashi in Navi Mumbai and as per extant laws.

### 17.4 Force Majeure

- i. Neither party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences. It is hereby clarified that strikes or lock-outs or other agitations by Supplier Persons shall not be considered causes for excusable delays delays under this Agreement.
- ii. The party claiming such *force majeure* condition shall notify the other party as promptly as practicable after it becomes aware of the occurrence of such force majeure condition.
- iii. Should either party be prevented from performing any of its obligations under this RFP on the time shall of force majeure, for performance be extended account until the operation or such cause has ceased, provided the affected party gives prompt notice to the other of any such factors or inability to perform and resumes performance as soon as such factors disappear or are circumvented. If under this clause either party is excused of performance of any obligation for a continuous period of 90 days, then the other party may at any time hereafter terminate this agreement in terms of section 17.2 without liability, by serving notice in writing to the other party. In all such cases NCFE's decision shall be final and binding on all concerned.
- iv. Notwithstanding the provisions hereof, in every case, the party claiming excusable delay shall exercise all reasonable efforts to mitigate the extent and the effect of such delay or failure.

### 17.5 Staff Substitution

During execution of work or providing services, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the selected bidder), the bidder then shall propose a suitable replacement for approval from NCEF.

The remaining sections of the said "Project Agreement" shall be discussed with the selected bidder and finalized.

### **18. NON-DISCLOSURE AGREEMENT**

The selected bidder shall sign a non-disclosure agreement with NCFE prior to the issuance of Work Order. A draft of the said agreement is provided in Annexure XVI.

# 19. POST IMPLEMENTATION SUPPORT AND

### MAINTENANCE

The support and maintenance services to be rendered by the selected bidder shall be governed by the Service Level Agreement (SLA) between NCFE and the selected bidder. A draft of the said agreement is in Annexure XVII. The draft SLA shall be finalized in consultation with the selected bidder.



#### ANNEXURE I COVER LETTER

(To be submitted as part of the Eligibility Bid in Envelope-1 on Company Letter Head duly stamped and signed)

To,

The Senior Manager National Centre for Financial Education, 6<sup>th</sup> Floor, NISM Bhavan, Plot No 82, Sector 17, Vashi, Navi Mumbai 400 703

### Proposal for Design, Development, Implementation and Maintenance of a Mobile Application for NCFE

Respected Sir,

We have gone through the Request for Proposal (RFP) No. NCFE/2023-24/RFP/01. We hereby submit our proposal for "Design, Development, Implementation and Maintenance of a mobile application" for NCFE. We abide by the terms and conditions specified in this RFP. Furthermore, we confirm that the information/data/particulars furnished in our proposal are factually correct. We also hereby declare that: -

- i. Our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- ii. We have read, understood and unconditionally accept all the terms and conditions mentioned in the RFP.
- iii. We have the requisite credentials and resources to deliver the entire scope of work professionally within the prescribed time frame.
- iv. We understand that NCFE reserves the right to accept or reject any or all proposals at any time without assigning any reasons. We agree to abide by all the decision(s) of NCFE in this regard.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory: Name of the Authorized Signatory: Designation: Name of the Organization: Seal:

### ANNEXURE II COMPANY PROFILE

(To be submitted as part of the Eligibility Bid in Envelope-1 on Company Letter Head duly stamped and signed)

То

The Senior Manager

National Centre for Financial Education,

6th Floor, NISM Bhavan,

Plot No. 82, Sector-17,

Vashi, Navi Mumbai, Maharashtra - 400 703

### **Company Profile**

Respected Sir,

I/We \_\_\_\_\_\_, hereby submit the brief profile of our company as mentioned below:

1	Name of the Company			
	Company		- s	
2	Address of the Registered office			
	of the Company	centre for Financi		
3	Key Management Personnel of	Name	Qualification	Experience
	the Company with their			
	qualification and experience*			
	Turnover (In Rupees) of the	1. FY2020-21:	I	1
	Company for the last 3 financial	2. FY2021-22:		
	years / Certificate from a CA	3. FY2022-23:		
	Number of years of experience in			
	the field of Mobile Application			
	development			
4	Bank Account Details (attach a ca	ancelled cheque of the	bank account )	
	4 (a) Account Name			
	4 (b) Account No.			
L	1			

	4(c) Type of Account
	(Saving/Current/CC)
	4 (d)
	Bank Name
	Branch Name
	Branch Address
	4 (e) IFSC Code
5	PAN No.
	(Copy of the certificate to be
	attached)
6	GST Registration No.
	(Copy of the certificate to be
	attached)
<u> </u>	an use a comparate chart if monded

\*Can use a separate sheet if needed.

I/We hereby certify that all particulars given above are correct and true to the best of my / our knowledge.

In case at any stage, it is found that the information given by me/us is false/incorrect, NCFE shall have the absolute right to take any action as deemed fit, (including termination of contract and/or black list and debar), without any prior intimation to me/us.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory: Name of the Authorized Signatory: Designation: Name of the Organization: Seal:

## ANNEXURE III LETTER OF AUTHORIZATION

(To be submitted as part of the Eligibility Bid in Envelope-1 on Company Letter Head duly stamped and signed)

To,

The Senior Manager National Centre for Financial Education, 6<sup>th</sup> Floor, NISM Bhavan, Plot No 82,

Sector 17, Vashi,

Navi Mumbai 400 703

## Authorized representative of the company

Respected Sir,

I/We, ...... (Name of Authorizer) in the capacity of ...... (Designation of Authorizer) hereby authorize Mr. / Ms. ...... (Name & Designation of Authorized Person) to act as the Contact Person and Authorized signatory on behalf of our company for submission of RFP (RFP No. NCFE/2023-24/RFP/01) for "Design, Development, Implementation and Maintenance of mobile application" for NCFE

It is further submitted that the said Contact Person shall be the authorized signatory of the Proposal in response to the RFP.

I/We on behalf of our company undertake full responsibility of the Proposal(s) / information submitted by the said Contact Person and we shall not hold NCFE responsible for any wrongful act committed by the Contact Person during the shortlisting process.

In case of any change in the Contact Person on a later date, I/We shall inform NCFE and I/We agree that NCFE may take five working days to effect the change in its records.

I/ We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification by NCFE without assigning any reasons whatsoever at any stage of the process. Thanking you. Yours sincerely, Signature of the Authorizer: Name of the Authorizer: Designation of Authorizer: Stamp (Seal) of Company: Date: Date: Signature of the Authorized Person: Name of the Authorized Person: Designation of Authorized Person: Mobile Number of Authorized Person:

entre

for

Fina

Signature of the Authorizer: Name of the Authorizer: Designation of Authorizer: Mobile Number of Authorizer: Email ID of the Authorizer:

#### ANNEXURE IV NO CONVICTION LETTER

(To be submitted as part of the Eligibility Bid in Envelope-1 on Company Letter Head duly stamped and signed)

То

The Senior Manager National Centre for Financial Education 6th Floor, NISM Bhavan, Plot No. 82, Sector-17, Vashi, Navi Mumbai, Maharashtra - 400 703

#### No Conviction Letter

Respected Sir,

Having examined your advertisement regarding \_\_\_\_\_\_ dated \_\_\_\_\_ inviting Proposals in response to the RFP, I/We \_\_\_\_\_ , hereby submit the No Conviction Letter as follows.

I/ We the undersigned, having registered office at (Address of the registered office) declare that

I/ We have never been blacklisted or restricted to apply for any RFP related activities by any Central / State Government Department /undertakings/Financial Sector Regulators/PSUs or Court of law anywhere in the country.

I/ We have never been involved in any major litigation that may affect or compromise the delivery of services required as stated in this RFP.

I/ We have never been penalized or found guilty in court of law.

I/We (proprietor / directors / partners) have never been defaulted to any Bank.

On behalf of \_\_\_\_\_\_, I/We undertake take full responsibility of the information submitted herewith and I/ We, understand that NCFE reserves the right to reject the proposal without assigning any reasons whatsoever if the above information is found incorrect at any stage of the process.

Date :Signature of Authorized Signatory :Place :Name of the Authorized Signatory :Designation :Designation :Name of the Organization :Seal ...

ANNEXURE V FORMAT OF PROJECT COMPLETION CERTIFICATE (To be submitted as part of the Technical Bid in Envelope-1 on Company Letter Head duly stamped and signed)					
TO WHOMSOEVER IT MAY CONCERN					
project entitled INR	has successfully completed the at a cost of t fromto (Month and Year) (Month and Year)				
The performance of M/s _ tenure with us.	was satisfactory during their				
Date : Place :	Signature of Authorised Signatory : Name of the Authorised Signatory : Designation : Name of the Organisation : Seal				

## **ANNEXURE VI COMPANY CAPABILITY**

(To be submitted as part of the Technical Bid in Envelope-2 on Company Letter Head duly stamped and signed)

#### **Technical Staff Strength** 1.

#	Functional Area/ Specialization	No of	Remarks
	(for example: Developers, Designers, Testers,	Staff	
	Project Managers/ Coordinators etc.,)	Members	
1			
2			
3			
4			
5			
6			
2.	Past Projects	RI 81 8 3	



#Mobile	Application	Client	Technology 🧶	Completion	Brief Description
Project	name		Details	date/	
		atic		in- progress	
1		Mo	Centre for Fiv	ancialting	
2					
3					

4			
-			
5			
6			
0			

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory: Name of the Authorized Signatory: Designation: Name of the Organization:

Seal:

#### **ANNEXURE-VII**

#### **CONFIRMATION OF SCOPE OF WORK**

(To be submitted as part of the Technical Bid in Envelope-2 on Company Letter Head duly stamped and signed)

COMPANY NAME:	
ADDRESS:	

CONTACT PERSON:

PHONE NUMBER:

#### EMAIL:

WEB SITE:

#	Component of Scope of Work	Confirmation
		(Yes/No)
A)	Functional Requirements	
1	E-LMS feature as mentioned in section 9.1.1 (i)	
2	Feature to register for Registration for National Financial Literacy	
	Assessment Test in section 9.1.1 (ii)	
3	Programme Request forms as per section 9.1.1 (iii)	
4	Feature for announcements as per section 9.1.1 (iv)	
5	Feature for Financial literacy messages as per section 9.1.1 (v)	
6	Video Gallery as per section 9.1.1 (vi)	
7	Feature for Live Video Streaming as per section 9.1.1 (vii)	
8	Feature to display FL initiatives as per section 9.1.1 (viii)	
9	Feature to display FL statistics as per section 9.1.1 (v)	
10	Feature of Back-office Module as per section 9.1.1 (v)	
<b>B)</b>	Application Design	
11	Wire Frames as per section 9.1.2	
12	Backend database design and database structure as per section 9.1.2	
13	Functional Requirements specification as per section 9.1.2	
<b>C)</b>	Non Functional Requirements	
14	The proposed mobile application shall comply with the limits of Mobile	
	application size as mentioned in section 9.1.3(a)	
15	The proposed mobile application shall comply with the limits of Mobile	
	Device Screen Resolution as mentioned in section 9.1.3(b)	
16	The proposed mobile application shall have caching feature as	
	mentioned in section 9.1.3(c)	
L		

16	The proposed mobile application shall have reactivity feature as
	mentioned in section 9.1.3(d)
17	The proposed mobile application shall have security feature as
/	mentioned in section 9.1.3(e)
<b>D</b> )	Other Requirements
18	Adhering to the Proposed Technology stack as per section 11
19	The required support services for UAT shall be provided as mentioned in
	section 13
20	Appropriate Test and Production environment shall be created as
	mentioned in section 14.
21	Necessary support to NCFE team to host the mobile application on both
	Google play store and Apple IOS store as per section 15 (iv)
22	Delivery of Mobile Application as per section 10.1
23	System Documentation shall be provided as mentioned in section 10.2
24	Training will be conducted as mentioned in section 10.3
25	Delivery of Miscellaneous documents per section 10.4
26	Deployment of minimum resources as mentioned in section 15 shall be
	done in accordance with th <mark>e</mark> deployment plan given in Ann <mark>e</mark> xure -X
27	Post Implementation Support and Maintenance services shall be
	rendered as mentioned in section 19

#### Note:

- 1. The bidders must explicitly indicate "Yes" or "No" in the last column of the above mentioned table against **<u>each</u>** of the components of the scope of work.
- 2. Bidders are advised to go through the scope of work mentioned in section 9 before filling in the above mentioned table.
- 3. You may provide additional information on a separate sheet to supplement your confirmation (Yes/No) on any of the components of scope of work listed in the above mentioned table.

Yours faithfully,

Date: Signature of Authorized Signatory: Place: Name of the Authorized Signatory: Designation: Name of the Organization: Seal:

## ANNEXURE-VIII CVs OF RESOURCES

(To be submitted as part of the Technical Bid in Envelope-2 on Company Letter Head duly stamped and signed)

Key resources required for the project are mentioned in section 12 of this RFP. The bidders are required to propose a team comprising of the said key resources plus any other additional resources felt necessary to be included in the team. <u>A comprehensive CV of each of the proposed team members must be submitted in the following format</u>

Name:

## Current Designation (in the organization):

## Proposed Role (in NCFE project):

#### A) EDUCATION

(Including Professional Qualification) – Secondary and Senior Secondary qualification may be excluded

#	Degree	University/College*	Specialization	Month and Y	lear	Grade/ Score
				Started	Completed	/CGPA
1				•		
2		Na		ion		
3		field		ät		
4		6		QIN.		
5		Cent		7		
6		rei	or Financi			

**<u>Note:</u>** \*Please write full name of your University/College/Board and do not write abbreviations.

## B) PROFESSIONAL CERTIFICATION

#	Certificate (Specify Topic/Subject)	Course	Month & Year	Validity Period
		Duration	of Completion	
		(In Days or		
		Months)		
1				
2				
3				
4				
5				

## C) <u>EXPERIENCE</u>

(Start with the latest employer)

#	Organization	Designation	From	То	Projects	handled	and	a
	_	_			specific rol			
1								
2								
3								
		अग्य विग	ाय शिक्ष					
		AS CONTRACTOR		S				
4								
				<b>_</b> =				
				<b>1</b> 2				
				3				
5		C		<u> </u>				
		Centre fo	Financ	101				
			Time					
6								

#### Yours faithfully,

Date:

Place:

Signature of Authorized Signatory: Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

#### ANNEXURE IX

## FORMAT OF CLIENT REFERENCES

(To be submitted as part of the Technical Bid in Envelope-2 on Company Letter Head duly stamped and signed)

Bidders are required to provide references of clients of completed mobile application development projects as of February 28, 2024. The bidders are required to submit at least three such client references.

SR. No	Name of the Client with Registered Office Location and URL of the official website	Brief about the nature of the mobile application developed	Name of the Project coordinator from the client side	Email id and Contact number of the Project coordinator from the client side
		क्रुय वित्तीय शिक्ष		
	Na		ion •	
	HOUR	Centre for Finance		

Date :

Place :

Signature of Authorised Signatory :

Name of the Authorised Signatory :

Designation :

Name of the Organisation :

Seal ...

## ANNEXURE-X

#### **RESOURCE DEPLOYMENT PLAN**

(To be submitted as part of the Technical Bid in Envelope-2 on Company Letter Head duly stamped and signed)

Please indicate the deployment details of the resources proposed for project execution as mentioned below. Indicate only those resources that you had already committed in the Technical Bid or during the Technical Presentation.

Sr. No	Role in NCFE Project	Name of the individual	No of days of Offsite presence during Project execution period	No of days of Onsite presence during Project execution period
1	Project Manager	क्य वित्तीय शिक्ष	Must be available for online meetings as and when required	least once in a
2	Designer cum Developer	Nati	Must be available for online meetings as and when required	Make a provision for at least 15
3	Tester	Genter	Must be available for online meetings as and when required	

\* Bidder may add more rows if required **Cor Fille** 

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory: Name of the Authorized Signatory: Designation: Name of the Organization:

Seal:

## ANNEXURE XI PROPOSED TECHNOLOGY STACK

(To be submitted as part of the Technical Bid in Envelope-2 on Company Letter Head duly stamped and signed)

#### 1. Name of the Company:

#### 2. Proposed Technology Stack

Sr.	Particulars	Technology Proposed by the Bidder
No		
a	Development Framework	
	(React Native/ Flutter/ Ionic)	
	(Please indicate the name of	
	development framework with Version)	य शिक
b	Back-end Database	MySQL
	(open source)	
с	Technologies to be used for front-end of	HTML5, Bootstrap, and JavaScript
	the back office module 🔁 🚬	
d	Scripting language to be used for the	РНР
	backend of the back-office module	
e	Operating System to be used for the	Latest stable version of Linux
	backend of the back-office module	FinallClat
f	Browsers for the back-office module	Latest version of Microsoft edge and Chrome
		and Mozilla Firefox
g	Mention the Mobile APIs that will be	
	used in mobile application (list	
	separated by commas)	
h	Operating System	Latest version of Android an IOS

#### 3. Proposed Plugins

Bidders are requested to list out all the plugins to be used in the Mobile Application. Section 11.1.1.5 may be referred for some of the plugins that NCFE wished to have.

Sr.	Name of the Plugin with	Purpose and Role of the Plugin	Premium
No	version		Version
			(Yes/ No)
a			
b			
c			
d			
e		Caller	

\*Bidder may use more rows if required and ensure that none of the plugin is missed out

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory: Name of the Authorized Signatory: Designation:

Name of the Organization:

Seal:

## ANNEXURE XII GUIDELINES FOR PRESENTATION

Each Bidder shall be given a maximum of 45 minutes for Presentation (including Question and Answer session). The Presentation should be made based on the following guidelines.

Торіс	No. of
	slides
1. Company Capability - 10 minutes	
1.1 Core business of the Company in brief.	01 slide
1.2 Staff Strength	02 slides
It should be same as submitted in the technical proposal (refer item 1(b) of the	
table given in section 16.3.2.	
1.3 Past Projects	02 slides
A brief account of application development projects successfully completed by	
the bidder. The focus should be on mobile applications.	
2. Demonstration of a mobile application – 30 minutes	
Bidders are required to demonstrate two mobile applications that were developed	Mobile
by them as part of past projects:	applications
The focus of the demonstration should be on the following aspects:	
i. User Interface (front-end of the mobile application).	
ii. The back-office module to monitor the content and User Interface of the	
front-end.	
iii. Integration with other applications. for Final	

#### **ANNEXURE XIII HIGH LEVEL FUNCTIONALITY OF e-LMS**

This annexure provides a glimpse of key user interfaces of e-LMS system. In addition, we have also provided a table summarizing the number of user interfaces of all the key features. The bidders are advised to access the system on https://ncfearthashiksha.in/ to work out a better effort estimate.

It is important to note that the successful bidder is not required to redevelop the entire e-LMS system as a mobile application. Rather, the above mentioned existing e-LMS system has to be simply made accessible through the mobile application.

The following are some of the screenshots of the elms portal:

#### a) Landing page

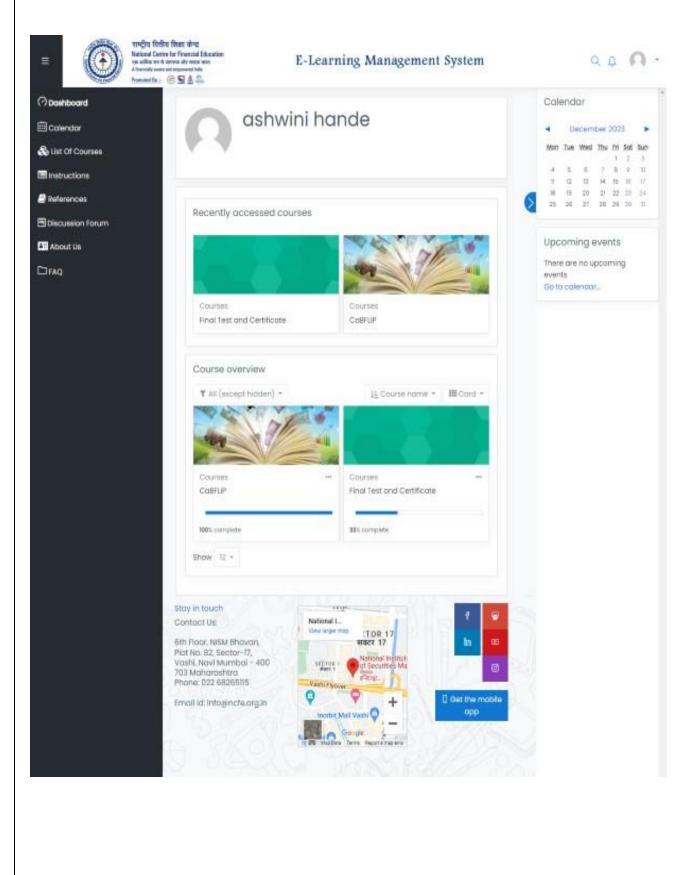


- Financial Planning Financial Safety Nets and Ins Balancing Risk and Rewards

- ment Planning

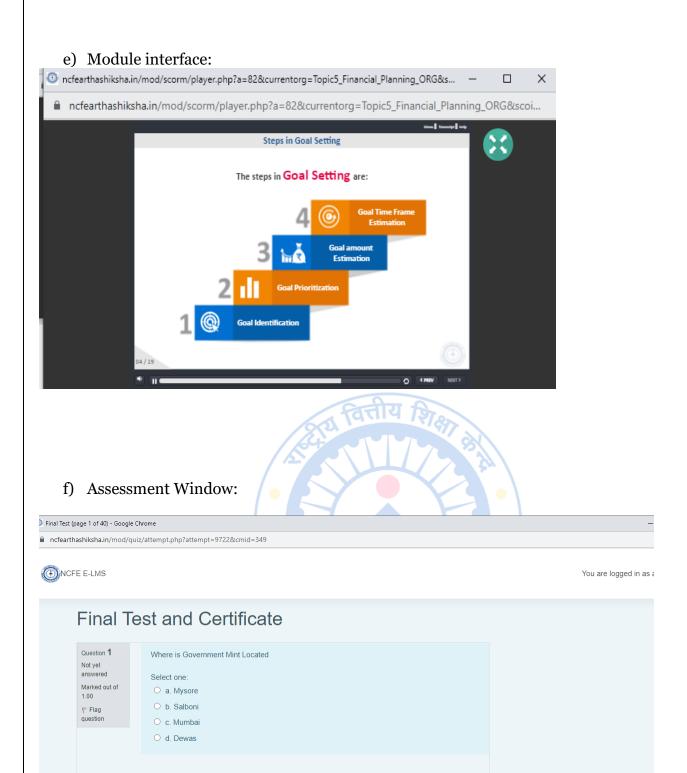
राष्ट्रीय वि National Ce ye artific ve A funcative so Promoted By	ntre for Fina 11 arrene alto are and empowe	ancial Education र समाज भाषा ered India		E-Lea	rning N	lanagemen	it System
lease fill up the f	ollowi	ing details to (	compl	lete you	registero	ation	
Choose your user	name	e and password	1				- Compse un
Usemame	0						
		The password must ha case letter(s), at least					e letter(s), at least 1 upper
Password	0						
More details							
Email address	0						
Email (again)	Ø						
First name	0						
Surname							
City/town							
Country		India					
Other fields	1.46						
DOB	0	8 ¢ December	\$ 1900	0 +			
Currently Residing State		Andaman & Nicobar		٠			
Currently Residing District							
Correspondense Address							
Permanent Address	O						
Current occupation	0						
Phone Number	0						
Qualification							
Are you empanelled trainer gost organization on finance education workshop? If yes provide the registration nun of the same.	ial						
Reason for opting this cours	e ()						
Have you conducted any financial education program NCFE earlier? YES or NO. If ye specify the same.							

#### c) User Dashboard:



## d) Module Section:

weight Solden Frank Baland Genera in Roman Ander Solden Frank Instant Ander Sold Instant Ander Sold		ng Management System	ч <b>с</b>
alendar (	Deathboard My courses Cathler 1		
structions Menorces soussion forum	Money and Constants	incame 🔘 🖶	Purchase, Price and O @
oour Ua			
	Financial Records S &	Financial Planning 🔘 🛛	Managing Income © ®
	(		<b>A</b>
	Savings 🔘 🛛	investments 🔘 🛛	Long Term Planning 🔘 🐵
	<b>*</b>		<b>*</b>
	Retirement Planning 🔘 🛛	Credit 🗢 🖲	Debt and Debt O 🛛
	K	<b>Re</b>	<b>*</b>
	Identifying Risks 🔘 👁	Financial Salety Nets and Insurance	Balancing Risk and O O
	行2	₹	*
	External Influences © ©	Regulation and Consumer_ © @	Education, Information and_ © ●
	Î	1	<b>M</b>
	Financial Products ond Services ©	Scams and Frauds 🛇 \varTheta	Final test and Certificate
	<b>*</b>	SCAM	
Con Pith Vice Vice Mat Mat	Root, NEIM Bitgurin, No. B2, Soctor-17, K, Nouk Murnhol - 400 703 adamtro wr 022 elszefelitis R izi infogenicteorgin		Cest the missiste copp
time	kid infogricheorgin	· · · · · · · · · · · · · · · · · · ·	



Next page

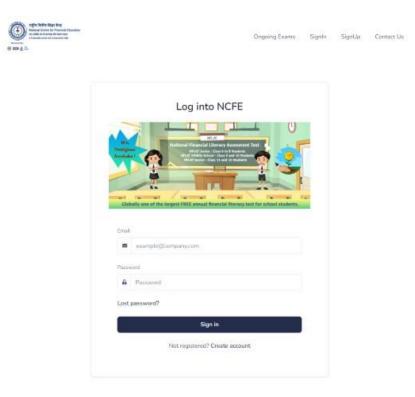
#### g) Final certificate:



#### ANNEXURE XIV SYSTEM FOR ASSESSMENT OF FINANCIAL LITERACY REGISTRATION MODULE

The screenshots of the registration module of the system for assessment of Financial Literacy are provided below:

#### 1) Landing Page:



Copyright © NCFE 2023 . All rights reserved.

Developed By SecMark The site is not compatible with Safari, Please dont use Safari

## 2) Registration Page

	<b>han bug</b> for Prancial Executor and many tea companyation		Ongoing Exams	SignIn	SignUp	Contact Us
		Register				
NAL	tE As per ID Proof					
	NAME As per ID Proof					
	Parents Name					
-	T STEELE THAT IS					
	tionship					
•Fa	ther@Mother@Guardian					
EMA	JL.					
8	1 abc@abc.com					
Mob	5900350039					
Nam	e of the School/ College					
1	ABC School					
State	dard					
	Select					~
DOG	dd-mm-yyyy					-
-	00-1111-3333					
Gen	ier					
	Select					*
PinC	pincode					
State						
-	State					
Distr	ict					
	District					
	dential Address of student/candidate Flat/street					
Tatu						
-	Taluka					
Post	Office					
8						~
City	City					
	sse User Type					
98	udent					٠
	SWORD					
6	Password					
	_					
		Capture Image				
	ad valid ID Card like Aadhaylschool ID etc oose File No file chosen F	ities should be in 1 to 100 KB				
Reg	ister					
Already	have an account? Click here.					
		LA O MPET DADA				
	Copyrig	ht © NCFE 2023 . All right	s reserved.			

Developed By SecHark



#### ANNEXURE XV PRICE BID

(To be submitted as part of the Price Bid in Envelope-3 on Company Letter Head duly stamped and signed)

To,

The Senior Manager National Centre for Financial Education, 6<sup>th</sup> Floor, NISM Bhavan, Plot No 82, Sector 17, Vashi, Navi Mumbai 400 703

## Proposal for Design, Development, Implementation and Maintenance of a Mobile Application for NCFE

Respected Sir,

We, M/s..... the undersigned, offer to execute the work as per the terms and conditions of the RFP (Document reference No: NCFE/2023-24/RFP/01) and subsequent addenda thereof at a cost as mentioned below.

## Table 1

#	Cost Component	Cost (exclusive of GST)	GST (@ 18%)	Total Cost (inclusive of GST)	
	(1)	(2)	(3) [18 % (2)]	(4) [(2) + (3)]	
1	MobileApplicationDevelopmentandImplementationincludingthedeliverablesmentioned in section 10				
Sub Total - 1					

#	Cost Component	No of man months	Man month rate (in INR per month) (exclusive of GST)	Total Cost (exclusive of GST)	GST (@ 18%)	Total Cost (inclusive of GST)
	(1)	(2)	(3)	(4) [(2) X (3)]	(5) [18% of (4)]	(6) [(4) + (5)]
1	Man month rate for additional development work	3				
Sub Total - 2						

	ible 3 Cost Component	No of Years	Annual Cost (exclusive of GST)	Cost for 3 years (exclusive of GST)	GST (@ 18%)	Total Cost (inclusive of GST)	
#		(2)	(3)	(4) ((2) x (3))	(5) [18% of (4) ]	(6) [(4) + (5)]	
1	Cost of Support and Maintenance Services for the Mobile application (section 19)	3		Edu			
for Final Sub Total - 3							
m	<b><u>NOTE</u>:</b> The quoted Annual Cost for Support and Maintenance Services (column-3 in Table-3) must be a minimum of 12% of the quoted Cost for Mobile Application Development and Implementation (Column-2 in Table -1).						

## Table 4

#	Cost Component	Cost (inclusive of GST)
1	Mobile Application Development and Implementation ( <b>Sub Total – 1 in Table 1</b> )	
2	Man month Cost ( <b>Sub Total – 2 in Table 2</b> )	
3	Cost of Support and Maintenance Services for the mobile application ( <b>Sub Total – 3 in Table 3</b> )	
	Grand Total	

#### Note:

- 1. All figures must be computed correctly. Go through the examples given in this Annexure to understand computations.
- 2. NCFE has considered 3 Man months of additional work during the Support and Maintenance Period of 3 years in Table 2. Please note that the said number of man months of additional work shall merely be used for computation of total bid price of each bidder for fair comparison. NCFE is not obliged to provide the said number of man months of additional work. It will entirely depend on the requirement.
- 3. The Annual Support and Maintenance Charges quoted in Column -3 of Table-3 shall remain unchanged for three years.
- 4. The Man month rate quoted in Column -3 of Table -2 shall remain unchanged for a period of three years.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory: Name of the Authorized Signatory: Designation: Name of the Organization:

Centre for Final

## **Example of Price Bid**

An example of a Price Bid is given below to guide the Bidders in properly preparing the Price Bid. Please note that the figures mentioned in the example are fictitious and are not suggestive in any way. Bidders are advised to go through the example before preparing the Price Bid. Do not submit this example along with the price bid.

#### Table 1

#	Cost Component	Cost (exclusive of GST)	GST (@ 18%)	Total Cost (inclusive of GST)		
	(1)	(2)	(3) [18 % (2)]	(4) [(2) + (3)]		
1	Mobile Application Development and Implementation include hosting of mobile application on Google Play store and Apple store (section 10)	3,00,000	54,000	3,54,000		
S	Sub Total - 1					

AN AN

#### Table 2

Table 2								
#	Cost Component	No of man months	Man month rate (in INR per month) (exclusive of GST)	Total Cost (exclusive of GST)	GST (@ 18%)	Total Cost (inclusive of GST)		
	(1)	(2)	(3)	(4) [(2) X (3)]	(5) [18% of (4)]	(6) [(4) + (5)]		
1	Man month rate for additional development work	3	30,000	90,000	16,200	1,06,200		
	Sub Total - 2							

#### Table 3

#	Cost Component	No of Years	Annual Cost (exclusive of GST)	Cost for 3 years (exclusive of GST)	3 years (@ 18%) (exclusive	
	(1)	(2)	(3)	(4) ((2) x (3))	(5) [18% of (4) ]	(6) [(4) + (5)]
1	CostofSupportandMaintenanceServicesfortheMobileapplication(section 19)	3	45,000	1,35,000	24,300	1,59,300

Sub Total - 31,59,300NOTE: The quoted Annual Cost for Support and Maintenance Services (column-3 in Table-3)<br/>must be a minimum of 12% of the quoted Cost for Mobile Application Development and<br/>Implementation (Column-2 in Table -1).1,59,300

## Table 5

#	Cost Component	Cost (inclusive of GST)
1	Mobile Application Development and Implementation (Sub Total – 1 in Table 1)	3,54,000
2	Man month Cost ( <b>Sub Total – 2 in Table 2</b> )	1,06,200
3	Cost of Support and Maintenance Services for the mobile application ( <b>Sub Total – 3 in Table 3</b> )	1,59,300
	Grand Total	6,19,500



## ANNEXURE XVI SAMPLE FORMAT OF NON-DISCLOSURE AGREEMENT

(to be executed on a stamp paper of INR 500/- by the selected bidder)

This	Mutual	Nondisclosure	Agreement	(this	"Agreement")	is	made	as	of
, 20, by and between									
(hereinafter referred as "Company") having its registered									
office at			and National Centre for Financial Education (hereinafter referred						

as NCFE), having its office at 6th Floor, NISM Bhavan, Plot No. 82, Sector-17, Vashi, Navi Mumbai - 400 703, Maharashtra.

Each party has disclosed and/or may further disclose its Confidential Information (as defined below) to the other in connection with the Relationship (as defined below) pursuant to the terms and conditions of this Agreement. As used herein, the term "Discloser" shall refer to the Company whenever the context refers to the Company's Confidential Information being disclosed to NCFE, which is referred to as "Recipient" in that context. Conversely, the term "Discloser" shall refer to the Company, which is referred to as "Recipient" in that context.

#### AGREEMENT

In consideration of the premises and mutual covenants herein, the parties hereby agree as follows: **1. Definition of Confidential Information:** "Confidential Information" means information and physical material not generally known or available outside Discloser and information and physical material entrusted to Discloser in confidence by third parties.

Confidential Information includes, without limitation: technical data, trade secrets, knowhow, research, product or service ideas or plans, software code and designs, algorithms, inventions, patent applications, processes, techniques, mask works, engineering designs and drawings, hardware configuration information, regulatory information, analysis, reagents, agreements with third parties, lists of, or information relating to, employees and consultants of the Discloser (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, contractors and customers, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed by Discloser (whether by oral, written, graphic or machine-readable format), which is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) working days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

**2.<u>Regulation Fair Disclosure</u>:** Recipient understands that Discloser's Confidential Information may be deemed material non-public information and that it is unlawful for Recipient to trade in the material non-public information of Discloser while Recipient is in possession of such information.

**3.** Nondisclosure of Confidential Information: Recipient shall not use any Confidential Information disclosed to it by Discloser for its own use or for any purpose other than to carry out the assigned tasks. Recipient shall not disclose or permit disclosure of any Confidential Information of Discloser to third parties or to employees of Recipient, other than directors, officers, employees, consultants and agents of Recipient who are required to have the information in order to carry out the assigned tasks. Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Discloser in order to prevent it from falling into the public domain or in the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient shall notify Discloser of any misuse, misappropriation or unauthorized disclosure of Confidential Information of Discloser which may come to Recipient's attention.

**<u>4.Exceptions</u>**: Notwithstanding the above, Recipient shall not have liability to Discloser with regard to any Confidential Information that the Recipient can prove:

- i. was in the public domain at the time it was disclosed or has entered the public domain through no fault of Recipient;
- was independently developed by Recipient without any use of the Confidential Information, as demonstrated by files created at the time of such independent development;
- iii. is disclosed generally to third parties by Discloser without restrictions similar to those contained in this Agreement;
- iv. becomes known to Recipient, without restriction, from a source other than Discloser without breach of this Agreement by Recipient and otherwise not in violation of Discloser's rights;
- v. is disclosed with the prior written approval of Discloser; or
- vi. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt

notice of such court order or requirement to Discloser to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure.

**5.Return of Materials:** Recipient shall, except as otherwise expressly authorized by Discloser, not make any copies or duplicates of any Confidential Information. Any materials or documents that have been furnished by Discloser to Recipient in connection with the Relationship shall be promptly returned by Recipient, accompanied by all copies of such documentation, within ten (10) days after (a) the Relationship has been rejected or concluded or (b) the written request of Discloser.

**6.No Rights Granted:** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of Discloser, nor shall this Agreement grant Recipient any rights in or to Discloser's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship. Nothing in this Agreement requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at Discloser's option. Nothing in this Agreement requires the Discloser to proceed with the Relationship or any transaction inconnection with which the Confidential Information may be disclosed.

**7.No Representations Made:** Recipient acknowledges that neither Discloser, nor any of its representatives, in the course of providing the Confidential Information as contemplated hereunder, is making any representation or warranty (express or implied) as to the accuracy or completeness of any such information, and Recipient assumes full responsibility for all conclusions derived from such information. Recipient shall be entitled to, and shall, rely solely on representations and warranties made in a definitive agreement, if any, relating to the Relationship.

**8.No Reverse Engineering:** Recipient shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential Information of Discloser unless permitted in writing by Discloser.

**9.Notice of Compelled Disclosure:** In the event that Recipient or any person to whom they or their representatives transmit or have transmitted Confidential Information become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or otherwise) to disclose any such Confidential Information, the Recipient shall provide the Discloser with prompt written notice so that the Discloser may seek a protective order or other appropriate remedy, or both, or waive compliance with the

provisions of this Agreement. In the event that the Discloser is unable to obtain a protective order or other appropriate remedy, or if it so directs the Recipient, the Recipient shall furnish only that portion of the Confidential Information that the Recipient is advised by written opinion of its counsel is legally required to be furnished by it and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

**10.Common Interest Agreement:** To the extent that any Confidential Information provided or made available hereunder may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, Recipient and Discloser understand and agree that they have a commonality of interest with respect to such matters andit is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Confidential Information provided or made available by Discloser that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine. Nothing in this Agreement obligates Discloser to reveal material subject to the attorney-client privilege, work product doctrine or any other applicable privilege.

**<u>11.Term</u>**: The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating five (5) years from the date on which Confidential Information is last disclosed under this Agreement.

**12.Remedies:** Each party's obligations set forth in this Agreement are necessary and reasonable in order to protect Discloser and its business. Due to the unique nature of Discloser's Confidential Information, monetary damages may be inadequate to compensate Discloser for any breach by Recipient of its covenants and agreements set forth in this Agreement. Accordingly, the parties agree and acknowledge that any such violation or threatened violation may cause irreparable injury to Discloser and, in addition to any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Recipient.

## 13. Miscellaneous:

- **a.** Jurisdiction of Governing Law: The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of Maharashtra, without giving effect to principles of conflicts of law. Each of the parties hereto consents to the exclusive jurisdiction and venue of the courts of Mumbai.
- **b.** <u>Entire Agreement:</u> This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
- **c.** <u>Amendments and Waivers</u>: No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision.
- **d.** <u>Notices</u>: Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be considered to have been delivered after 48 hours from the date and time the notice was delivered either by registered post or by courier or by email addressed to the party to be notified at such party's mailing address/ email as set forth on the signature page or, as subsequently modified by written notice. If no address is specified on the signature page then the most recent address as set forth in the Company's books and records shall be used to serve the notice.
- e. <u>Severability</u>: If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement and (ii) the balance of the Agreement shall be enforceable in accordance with its terms.
- **f.** <u>Construction</u>: This Agreement has been reviewed by each of the parties hereto. Accordingly, this Agreement shall be deemed to be acceptable to all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.
- **g.** <u>Non-Solicitation</u>: During the term either Discloser or Recipient shall not directly or indirectly, personally or through others, solicit or attempt to solicit the employment of an employee of either Discloser or Recipient.

The undersigned authorized representatives of the parties have executed this Mutual Nondisclosure Agreement on the date mentioned on the page first of this agreement.

: \_\_\_\_\_

The for Finan

:\_\_\_\_\_

:

Signature of the Authorized Person: \_\_\_\_\_

:

Name of the Authorized Person

Designation

Address

Email

NCFE

Signature of the Authorized Person:

Name of the Authorized Person

Designation

Address

Email

#### **ANNEXURE XVII**

#### DRAFT AGREEMENT FOR SUPPORT AND MAINTENANCE SERVICES

(To be executed on a stamp paper of INR 500 by the selected bidder)

#### **AGREEMENT**

# THIS AGREEMENT FOR SUPPORT AND MAINTENANCE OF NCFE Mobile Application ("Agreement"), made at Mumbai on this \_\_\_\_\_\_(date) in Two Thousand and

Twenty Three and effective as on \_\_\_\_\_(date).

#### By and between

M/s	having	g its	registe	red c	office	at	
				_(hereinaf	ter for	the	
purposes of this Agreement, referred to a	as the "	Supplier",	which ex	pression	shall, ui	nless	
repugnant to the context or meaning thereof, be deemed to mean and include its successors and							
permitted assigns) of the <b>ONE PART</b> ];		<b>Z Z Z Z Z Z Z Z Z Z</b>	$\backslash$				

AND

## National Centre for Financial Education (NCFE), a Company (Not for Profit), registered under Section 8 of the Companies Act 2013, promoted by Reserve bank of India (RBI), Securities and Exchange Board of India (SEBI), Insurance Regulatory and Development Authority of India (IRDAI), and Pension Fund Regulatory and Development Authority (PFRDA), having its registered office, at 6<sup>th</sup> Floor, NISM Bhavan, Plot No. 82, Sector - 17, Vashi, Navi Mumbai - 400 703,

(Hereinafter, for the purposes of this Agreement, referred to as '**NCFE**, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, subsidiaries and assigns) of the **OTHER PART**.

#### WHEREAS,

A. The Supplier has represented to NCFE that the Supplier is in the business *inter alia* of providing 'Support and Maintenance Services for NCFE Mobile Application and in the course of the Supplier's usual and ordinary business, enters into agreements for providing such Services under arrangements therefore with persons who require such services from time to time; and

- B. The Supplier has further represented and warranted to NCFE that the Supplier:
- 1. has considerable knowledge and expertise in providing such services, and
- 2. is capable, under the laws and regulations applicable to the Supplier and the services, and its constitutional documents, of providing such services to NCFE, and
- 3. is well aware of the requirements of NCFE with regard to the services, as also the regulations applicable to NCFE in regard to NCFE availing of services from the Supplier, and
- 4. in providing services to NCFE, will not be in breach of applicable laws and regulations, and
- 5. has adequate and effective quality and internal controls measures and management information systems, in place for the purposes of providing services and for regular internal appraisal with respect to performance in respect of services to NCFE, and
- 6. has suitably trained and technically qualified personnel, and
- 7. is professionally managed and is independent of NCFE as well as officers and/or employees of NCFE and any of their relatives (where the word 'relatives' shall bear the meaning ascribed thereto in the (Indian) Companies Act, 1956, as amended from time to time), and
- 8. is not aware of any conflicts, and has no contractual or legal restrictions, that impair or adversely affect its ability to provide such services to NCFE;
- C. In view of the aforesaid including the aforesaid representations and warranties, NCFE is desirous of availing of products and services offered by the Supplier as per the details contained in **Appendix-A**, and the parties hereto have agreed to the following terms and conditions for services of the Supplier to NCFE.

## NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement, agree as follows:

In this Agreement, unless the context otherwise requires:

- i. references to persons shall include, as relevant, individuals, corporate bodies (wherever incorporated), unincorporated associations, trusts, partnerships and proprietorships;
- ii. references to one gender include all genders;
- iii. any reference to any enactment, statutory provision, rule or regulation is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- iv. words in the singular shall include the plural and vice versa;
- v. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
- vi. each capitalized term used herein has the meaning assigned to such term herein;
- vii. "or" is not exclusive;
- viii. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

# **1. SERVICES**

- a. The Supplier shall provide services to NCFE specifically set forth in **Appendix-A** to this Agreement (hereinafter referred to as the "Services").
- b. All appendices including any amendments/modifications made to these appendices from time to time, are, and will be, an integral part of this Agreement, unless there is express and specific indication to the contrary.
- c. Similarly, all clauses of this Agreement, as amended or modified from time to time, are and will be an integral part of this Agreement, unless there is express and specific indication to the contrary.

# 2. AGREEMENT TERM

# 2.1 Effective Date; Initial Term

- i. This Agreement shall commence on \_\_\_\_\_\_ (the "Effective Date"), and subject to the provisions in this Agreement for its earlier termination, shall continue in effect for a period of three Years (Initial Term) from the Effective Date.
- ii. Following the expiration of the Initial Term, NCFE shall have the option to extend the term of this Agreement by a suitable period on mutually agreeable terms and conditions.
- iii. This Agreement may be terminated during the Initial Term or during the extended period thereof pursuant to <u>Section 7</u> of this Agreement.

# 3. TERMS OF PAYMENT

i. NCFE agrees to pay the Supplier in respect of the Services provided hereunder; the amounts set forth in Appendix-B (hereinafter referred to as the "Charges"). The Charges shall be payable to the Supplier as compensation and in consideration for its Services under this Agreement.

for Financ

- ii. The Fee for the Maintenance Support Services shall not be subject to change during the Initial Term of this Agreement. In the event NCFE decides to extend the term, the Fee during the extended period shall be as may be mutually agreed.
- iii. The Supplier shall submit invoices on a monthly basis by the 5<sup>th</sup> (Fifth) day of the calendar month for the Charges payable for the previous month. Payment shall be due not later than the 7 working days from the date of receipt of an invoice by NCFE. There will be no late payment service charge of any kind. In the event of any dispute between NCFE and the Supplier with respect to the invoiced Services or other related matters (including but not limited to Services that fail to meet minimum performance standards and/or other requisites as set forth in

Appendix-C and/or in any Work Order), NCFE shall pay only the undisputed amount. NCFE and the Supplier shall promptly seek to resolve the disputed matters.

# 4. PENALTY

Penalty shall be applied as per section-2 in Appendix-C of this agreement.

# 5. REPRESENTATIONS AND WARRANTIES

The Supplier represents and warrants and that:

- i. The Services shall be executed, and provided to NCFE by the Supplier, in a professional manner.
- ii. The Supplier shall at all times under this Agreement take due and proper note of NCFE's requirements in respect of the Supplier's obligations under this Agreement;
- iii. The Supplier is fully aware of NCFE's responsibility and obligations to its stakeholders and to its regulators with regard to the subject matter of the Services, and will provide the Services in strict conformity with the same.
- iv. The Supplier:
- a) complies with all applicable laws,
- b) has, and shall at all relevant times, have the requisite and valid licenses and permissions from all regulatory and statutory authorities, for provision of services including the Services under this Agreement and that the same shall be kept renewed and in force and effect at all times, and
- c) has and shall have adequate title/rights over requisite equipment and materials for provision of the Services under this Agreement and that such equipment and materials shall be adequately insured, in compliance with applicable laws, and
- v. The Services, including all components thereof, their specifications, and any other materials, including updates and revisions of the foregoing, provided pursuant to this Agreement, do not and shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right (including, but not limited to, misappropriation of trade secrets) of any third-party.
- vi. The Supplier warrants and confirms that there is no litigation or proceeding or dispute pending or threatened against it or any Supplier Affiliate which may affect its ability to provide the Services in accordance with the terms of this Agreement and/or have an adverse impact on the Services or the quality and integrity thereof, in any manner.
- vii. The Supplier represents that, through its hiring/recruitment policies/procedures, it endeavors to employ the best-qualified people of appropriate character and honesty;
- viii. The Supplier warrants that its employees and persons in control of its affairs, are not in breach of any applicable laws and regulations and further that it shall not, knowingly employ any

person with a criminal record/conviction, and any such person shall be barred from participating directly or indirectly in the provision of the Services by the Supplier under this Agreement. The Supplier shall forthwith inform NCFE in the event that this warranty does not hold good;

- ix. Unless otherwise expressed, the Supplier shall depute its duly authorized personnel to meet on a regular basis with NCFE personnel to discuss and review performance of the Services;
- x. The Supplier agrees that the Supplier shall at all times comply with all of NCFE's standard/specific physical security procedures in place at the locations where the Supplier may provide/deliver the Services;
- xi. The Supplier agrees that the Supplier shall, in performance of the Services under this Agreement, not make or offer to make any payments to or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third party, with the intent of influencing the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with the Services to be provided under this Agreement;
- xii. The Supplier represents, warrants and agrees that no NCFE officer, CEO, Director or employee (collectively, "NCFE Parties") has received or will receive anything of value of any kind from the Supplier or its officers, directors, employees or agents in connection with this Agreement and further that no NCFE Parties have a business relationship of any kind with the Supplier or its officers, employees or agents;
- xiii. The Supplier shall compensate NCFE for any loss and/or damage caused to NCFE as a consequence of non-compliance with all or any of the terms of this Agreement or for the misconduct or negligence of all or any of its employees, representatives. In the event of a claim for loss or damages being made by NCFE, without prejudice to any of its rights, shall be entitled to adjust amounts claimed, against the future or outstanding payments due to the Supplier. Any such claim for loss and/or damages made by NCFE shall not amount to a waiver of NCFE's right to terminate this Agreement or any of the other rights available to NCFE either under this Agreement or otherwise howsoever;
- xiv. In the event this Agreement is terminated consequent to the non-compliance by the Supplier of the provisions of this Agreement, no further liabilities or obligations shall accrue to NCFE except for any Fee due and owing at the time of such termination, for Services rendered under this Agreement prior to such termination;
- xv. The Supplier shall promptly assist NCFE without any demur or cavil on a best efforts basis in NCFE resolving all queries, complaints and claims made by its stakeholders in regard to and/or in respect of and/or arising out of the Services;
- xvi. The Supplier shall promptly inform NCFE of any event or situation which may affect its ability to provide Services effectively, including but not limited to situations of financial distress faced

by the Supplier or events resulting in material change in strategic goals or significant changes in Supplier Persons.

- xvii. The Supplier understands and accepts that NCFE shall comply with all legal and regulatory requirements of disclosure from time to time applicable to NCFE and as required, and shall inform its regulators, auditors, and customers, as the case may be and as is deemed appropriate and necessary by NCFE, of the existence and/or termination/expiration of this Agreement, of the Supplier and the Services, and of any events and circumstances regarding the Supplier and the Services, including but not limited to if there is any breach or contravention by or on the part of the Supplier/Supplier Persons of any of the provisions and requirements of this Agreement and/or for the Services, such as breaches of confidentiality and security requirements with regard to Information, and in this case, the Supplier further covenants that the Supplier shall co-operate, and render all support and assistance in respect of consequential steps, measures and proceedings.
- xviii. The Supplier shall not do, or omit to do, anything which is prejudicial to the interests of NCFE in any manner or which would adversely impact the interests of NCFE;
- xix. The Supplier will provide off-site post implementation support and maintenance services for NCFE Mobile Application as mentioned in Appendix-A.

## 6. INDEMNIFICATION

The Supplier hereby agrees to indemnify and shall accordingly hold NCFE CEO and its directors, officers, employees and agents and affiliates (each an "Indemnified Person"), harmless and indemnified at all times hereafter, from and against any loss, liabilities, consequences, exposure, outgoings, claims, prejudice, damages, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defense) to which NCFE or any other Indemnified Person may be subjected:

- a. on account of and/or by reason of a breach or disregard of the representations and warranties made by the Supplier and/or of the Supplier's covenants, promises, undertakings, assurances, declarations, agreements, confirmations, acceptances and/or obligations, howsoever described, herein;
- b. by virtue of any finding related to the terms of this Agreement and/or the Services required to be provided under the terms of this Agreement;
- c. on account of and/or by reason of:

1) any contravention and/or non-compliance on the part of the Supplier with any laws including statutes and ordinances, regulations and codes, and including but not restricted to non-compliance with the Supplier's obligations and responsibilities to Supplier Persons under benefits and welfare related laws as may be applicable from time to time in respect of Supplier Persons;

2) any actual or claimed infringement of any patent, copyright, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party, with respect to the Services provided under this Agreement;

3) any act, commission or omission attributable to or to the negligence or acts of commission or omission of the Supplier, or any Supplier Person(s);

4) any improper disclosure and/or use of Information by the Supplier, or by any Supplier Person(s);

5) any act of negligence or fraud of the Supplier, or by any Supplier Person(s);

6) any interruption in the Services, or the Services not having been provided to NCFE in accordance with the terms and conditions of this Agreement;

7) any and all liability that may become due on account of any alleged non-payment of any or all of taxes, levies, duties, assessments, or deductions by the Supplier including, among other things, any penalties and interest thereon and any such payments assessed by any central, state or local government authority against NCFE by reason thereof and all costs and expenses including legal costs and fees incurred by NCFE in defense or protection against any such assessment;

8) NCFE being adjudicated to be a partner, joint venture, co-principal, or co-employer or employer of the Supplier and/or any Supplier Person(s) including any contractor or subcontractor of the Supplier, in which event the Supplier's indemnity hereunder shall also extend to but not be limited to, amounts, premiums, contributions, or taxes payable by NCFE under or on account of any salaries or wages or employee compensation benefit provisions of whatever nature, and the Supplier accordingly undertakes to fully and promptly compensate and make good NCFE and/or other Indemnified Person, as the case may be, without any demur, objection or cavil whatsoever. In this regard, NCFE's /Indemnified Person's estimation of claim or loss caused or likely to be caused, would be binding on the Supplier.

- d. The provisions of this Clause shall be without prejudice to any other rights available to NCFE.
- e. Notwithstanding any other provisions of this Agreement, in no event shall NCFE be liable to the Supplier for lost profits or revenues, consequential or similar damages arising out of or in connection with the Services, materials or assistance provided under this Agreement, or for any claim made by NCFE on the Supplier.
- f. Notwithstanding anything herein to the contrary, this Section-6 shall survive the termination/expiration of this Agreement.

# 7. TERMINATION

1. NCFE shall terminate the Agreement or drop only such items of work in default from the Agreement if the Supplier:

- at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 calendar days from the NCFE; or
- ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 calendar days after a notice in writing is given to the Supplier in that regard by NCFE ; or
- iii) declares force majeure in terms of clause-10; or
- iv) enters into a contract with NCFE as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- v) being an individual or a firm or any partner thereof shall at any time be adjudged insolvent under any Insolvency Act; or
- vi) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company; or
- vii) fails to meet Service Levels as defined in Appendix-C.
- viii) fails to indemnify NCFE as set out in clause-6.
- 2. NCFE shall terminate the Agreement if a regulatory or governmental agency, authority or department objects to the services of the Supplier and requires NCFE to terminate this Agreement.
- 3. NCFE shall issue the Termination Notice to the Supplier giving the Supplier 10 working days period to wind up the on-going work.
- 4. Neither party shall incur any liability to the other arising out of any termination as provided for in the foregoing sub-clauses 7(1) and 7(2), except for Services previously provided hereunder prior to such termination. During the Notice Period, the Supplier shall only provide Services and NCFE will only pay for Services, in accordance with the then unrevoked NCFE instructions pursuant to this Agreement. Each party shall remain responsible for its obligations with respect to actions and events occurring prior to the effective date of termination of this Agreement.
- 5. Upon the expiration or termination of this Agreement, the Supplier shall promptly return or destroy all Information in its possession or control, and shall destroy or, if applicable, erase any remaining copies of all such Information, including any electronically stored copies. An authorized person of the Supplier shall certify in writing to such return and/or destruction and that no copies of the Information have been retained.

# 8. POST-TERMINATION OBLIGATIONS

Commencing upon notice of expiration or termination of this Agreement issued by NCFE and continuing through the effective date of expiration or termination, the Supplier confirms that the Supplier shall not deny NCFE reasonable termination assistance as requested by NCFE to allow the use of Services without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of this Agreement as desired by NCFE. If requested by NCFE in this regard, the Supplier undertakes that the Supplier will also reasonably co-operate with a third party Supplier in connection with the preparation and implementation of a transition plan by such third party and/or NCFE upon the termination or expiration of this Agreement. It is hereby clarified that such termination assistance shall be provided to NCFE by the Supplier.

# 9. LIMITATION OF LIABILITY

- i. In no event shall NCFE be liable to the Supplier for special, incidental, indirect or consequential damages, damages from loss of use, data, profits, or business opportunities, or failure to achieve cost savings, in contract, tort or otherwise, even if NCFE shall have been advised in advance of the possibility of such loss, cost or damages, arising out of or in connection with this Agreement.
- ii. Neither NCFE nor any of its officers, directors, employees, consultants, or agents shall have any liability whatsoever for any losses or expenses of any nature suffered by the Supplier or Supplier Persons arising directly or indirectly from any act or omission of the Supplier or Supplier Persons.
- iii. Neither NCFE nor any of its officers, directors, employees, consultants, or agents shall have any liability whatsoever for any injury to the Supplier and/or Supplier Persons suffered while on NCFE's premises, except those which directly result from the gross negligence or willful misconduct of the employees of NCFE in their official capacity, as held in a final, nonappealable order of a court of competent jurisdiction.

# **10. FORCE MAJEURE**

- i. Neither party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences. It is hereby clarified that strikes or lock-outs or other agitations by Supplier Persons shall not be considered causes for excusable delays under this Agreement.
- ii. The party claiming such force majeure condition shall notify the other party as promptly as practicable after it becomes aware of the occurrence of such force majeure condition.
- iii. Should either party be prevented from performing any of its obligations under this RFP on

force majeure, the time for performance shall extended account of be until the operation or such cause has ceased, provided the affected party gives prompt notice to the other of any such factors or inability to perform and resumes performance as soon as such factors disappear or are circumvented. If under this clause either party is excused of performance of any obligation for a continuous period of 90 days, then the other party may at any time hereafter terminate this agreement in terms of clause 7 without liability, by serving notice in writing to the other party. In all such cases NCFE's decision shall be final and binding on all concerned.

iv. Notwithstanding the provisions hereof, in every case, the party claiming excusable delay shall exercise all reasonable efforts to mitigate the extent and the effect of such delay or failure.

# **11. NON-SOLICITATION**

The Supplier may not solicit NCFE or its officers, CEO, Directors, employees or representatives, for any purpose. Any unauthorized solicitation or publication may constitute grounds for termination by NCFE of this Agreement. The Supplier may not use the name, trademark or logo of NCFE in any sales, marketing, press release, advertisement or other publication or material, and shall not make any public statement relating to NCFE or the Services, without the prior written consent of NCFE.

# **12. INSPECTION AND RIGHT TO AUDIT**

- i. The Supplier shall keep complete and accurate records of all operations and expenses in connection with the Services. All the said records shall be kept on file by the Supplier for a period of 10 (Ten) years from the date the record is made, and in any event, shall not be excised without first having duly and adequately and timely informed NCFE in writing and also providing NCFE with the option of having such records transferred into the custody of NCFE.
- ii. The Supplier shall, upon reasonable notice, allow NCFE, its management, its auditors and/or regulators, the opportunity of inspecting, examining and auditing the Supplier's operations, including its security practices and control processes, and business records directly relevant to the Services, and financial agreements, its balance-sheet and profit and loss account and audit reports, and all other documents which the Supplier may be called upon to produce for the purposes of ascertaining the financial viability of the Supplier as a Supplier.
- iii. On receipt of a reasonable notice from NCFE, the Supplier shall provide access to and make available to any of NCFE's officers / employees/ management or internal / external auditors, regulators and their representatives, the necessary records for inspection / examination / audit, and co-operate to the fullest extent so as to clarify on any activities and to assure a

prompt and accurate audit related to the scope of Services as mentioned in Appendix-A and/or in any Work Order.

- iv. The Supplier shall co-operate with NCFE's internal or external auditors, and regulators to assure a prompt and accurate audit/inspection.
- v. The Supplier shall also co-operate in good faith with NCFE to correct any practices, which are found to be deficient as a result of any such audit, within a reasonable time after receipt of reports. Such audits or reviews will be at the expense of NCFE.

# **13. COMPLIANCE WITH PROCEDURES**

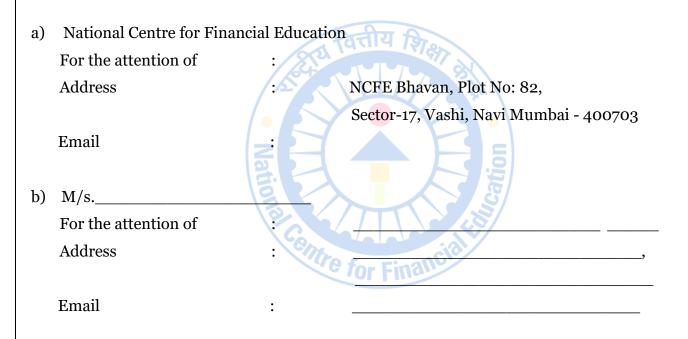
- i. The Supplier agrees that it will comply with all of NCFE's standard physical security procedures and practices in place at Locations where the Supplier performs the Services. While performing the Services on NCFE's premises, the Supplier shall cause the observance of the working hours and policies, security measures and holiday schedules of NCFE.
- ii. Without prejudice to any of NCFE's rights, any violation of the provisions of this Section may be deemed by NCFE to be a material non-compliance by the Supplier with the obligations of the Supplier under this Agreement and thereby subject the Agreement to termination as a default under Section 7 hereof.

# **14. CONTRACTING**

- i. The Supplier may not contract the performance of any of its obligations and responsibilities hereunder without the prior written consent of NCFE. Approval of the same by NCFE, and the use of any contractor or subcontractor by the Supplier, shall not constitute a superseding event or waiver of any right of NCFE to reject Services, which is not in conformance with the standards set forth in this Agreement, and further does not constitute nor imply authorization of expenses in excess of budgets.
- ii. To the extent that the Supplier contracts to third parties any of its obligations and responsibilities set forth in this Agreement, the Supplier shall remain fully responsible for such obligations and for all acts or omissions of its contractors, subcontractors. Nothing in this Agreement shall be construed to create any contractual relationship between NCFE and any contractor, subcontractor of the Supplier, nor any obligation on the part of NCFE to pay any money due to any such contractor, subcontractor.

# 15. NOTICES

Any notice or other formal communication to be given under and for the purposes of this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be (a) sent by email to the email id set out below (or as otherwise notified from time to time); or (b) delivered by hand or sent by registered post acknowledgement due, to the relevant address set out below (or as otherwise notified from time to time). In each case it shall be marked for the attention of the relevant person of the party addressed set out below (or as otherwise notified from time to time). Any notice given by hand delivery, email or post shall be deemed to have been duly given:(a) if hand delivered, when delivered; (b) if sent by email, when delivered; (c) if sent by registered post acknowledgement due, at 10 a.m. on the 3rd (Third) business day from the date of posting unless there is evidence that it was received earlier than this and provided that, where (in the case of delivery by hand or by email) the delivery or transmission occurs after 5.30 p.m. on a business day for the recipient or on a day which is not a business day for the recipient, service shall be deemed to occur at 9.30 a.m. on the next following business day for the recipient. References to time in this clause are to Indian Standard Time. The postal addresses and email addresses of the parties for the purpose of the aforesaid are:



# 16. ASSIGNMENT

- i. The Supplier shall not assign this Agreement or any of its rights and obligations hereunder, without the prior written consent of NCFE; any such attempted assignment shall be null and void. Nothing contained herein shall prevent the use by, or the assignment of this Agreement, or any rights acquired hereunder, by NCFE to its direct or indirect parent company or any of its subsidiaries or affiliates.
- ii. This Agreement is and shall be binding upon and inure to the benefit of the both parties and their respective legal representatives, successors, and permitted (for the Supplier) assigns, with respect to all covenants herein.

# **17. PROPRIETARY RIGHTS**

- i. The intellectual property rights of the development work/ change(s) on the mobile application under this agreement rests with NCFE. Also, the supplier grants license to NCFE to use products on terms described in Appendix-A.
- ii. In the event the Supplier or Supplier Persons are granted use of NCFE's space, equipment, computers or computer systems, the Supplier agrees not to utilize the same except as required to perform Services agreed to hereunder, or for any purpose other than for the authorized operation of existing software, or for developing and testing of any new software as and if required by NCFE in respect of the Services. In no event shall the Supplier or Supplier Persons utilize space, equipment and computers provided by NCFE for the Services, to develop programs or process data for any reason other than any Services or for any entity other than NCFE. The Supplier further warrants that it will use only licensed software and will not use any illegal software or computer programs that violate any proprietary rights of any third party.
- iii. The Supplier warrants that the development work/ changes made on the mobile application under this Agreement shall be Supplier's own work. The Supplier may not include in the Materials any information, data, reports, studies, object modules, executables, source code, flow charts, diagrams or other tangible or intangible materials that existed prior to the commencement of the work hereunder ("Pre-existing Materials") except those Pre-existing Materials which are owned by the Supplier or by NCFE, or those to which the Supplier has all requisite right and authority, by license or otherwise, to use on behalf of and license to NCFE. The Supplier shall identify any such Pre-existing Materials upon delivery of the Materials to NCFE. The Supplier hereby grants to NCFE license to use the Products on terms described in Appendix-A.

# **18. PUBLICITY**

- i. The Supplier agrees not to make any public disclosure, except as may be required by applicable law, relating to NCFE or relating to or arising under this Agreement or in respect of the Services, without obtaining the prior written consent of NCFE.
- ii. The Supplier shall not use and shall restrain Supplier Persons from using the name, trademark or logo of NCFE in any sale, marketing publication, advertisement, or other publication and shall not make, or let Supplier Persons make, any public statement relating to NCFE without prior written consent of NCFE obtained by the Supplier. The Supplier shall not use the letterheads of NCFE, without the express consent and approval of NCFE including as to content.

# **19. DISPUTE RESOLUTION**

In the event of a dispute or difference of any nature whatsoever between NCFE and the supplier during the course of assignment arising as a result of this RFP, the same shall be referred for arbitration to the panel of arbitrators. The panel shall be constituted prior to commencement of arbitration and shall comprise of two arbitrators and an umpire. NCFE and the supplier shall each nominate an arbitrator to the panel and these arbitrators shall appoint an umpire. Arbitration shall be carried out at NCFE office, Vashi in Navi Mumbai and as per extant laws.

# 20. SUCCESSORS

This Agreement binds the successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

# 21. GOVERNING LAW AND JURISDICTION

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be subject to and governed by the laws of India. The parties hereby submit to the jurisdiction of the competent courts at Mumbai only.

# 22. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unaffected, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, come(s) closest to the intention of the parties underlying the provision(s) held to be invalid, illegal or unenforceable.

# 23. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be true and identical, and all of which, when taken together, shall constitute one and the same instrument.

# 24. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

- i. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.
- ii. A failure or delay of a party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

#### **25. ENTIRETY OF AGREEMENT**

This Agreement together with all Appendices, Exhibits, Schedules, Attachments and Addenda attached hereto from time to time constitute the entire agreement between the parties and supersedes all and any previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

The following Appendices form part of the agreement:

APPENDIX-A: Scope of Work

**APPENDIX-B:** Charges

**APPENDIX-C: Service Levels** 

# 26. CHANGE IN CONSTITUTION

- i. In case the Supplier is a partnership firm, no change whatsoever in the constitution of the firm during the continuance/validity of this Agreement shall impair or discharge the liability of any one or all of the partners. In the event of death or retirement of any partner, NCFE shall at its discretion and without prejudice to any of its rights deal with the surviving and/or continuing partner/s, without affecting its rights as against the retiring partner or the heirs and legal representatives of the deceased partner, as NCFE shall think fit and proper, and the retiring partner and/or the legal representatives shall have no claim as against NCFE in respect of such dealing.
- ii. In case the Supplier is a company, no change whatsoever in the constitution of the company during the continuance/ validity of this Agreement shall impair or discharge the obligations of the Supplier under this Agreement.
- iii. The Supplier shall, forthwith upon any change in the constitution of the Supplier, inform NCFE of the change and provide such details in respect of the change and its effect, as may be

required by NCFE.

# 27. JOINT AND SEVERAL LIABILITY

In case the Supplier happens to be more than one individual working together, or happens to be a partnership firm, the Supplier confirms that each of the individuals and all the individuals, and each partner and all the partners of the partnership firm, comprising the Supplier shall be bound by the terms of this Agreement.

# IN WITNESS WHEREOF, authorized officers of the parties hereto have duly executed this Agreement as of the date first above written.

SIGNED/SEALED AND DELIVERED				
By the PARTY OF THE FIRST PART	By the PARTY OF THE SECOND PART			
M/s	. National Centre for Financial Education			
Signature	Signature			
Name:	Name:			
Designation:	Name: Designation:			
Supplier	NCFE			
Witness	Witness			
1.	1.			
2.	2.			

#### APPENDIX-A SCOPE OF WORK

(This Appendix is a part of the Agreement)

# **1 SCOPE OF WORK**

The scope of the "**Support and Maintenance of NCFE Mobile Application**" will be in accordance with the following:

- **1.1** Resolution of reported bugs in the mobile application within the agreed time frame as mentioned in Appendix-C. The responsibility of the Supplier to fix bugs shall not be limited to only those bugs that are detected during a fixed period of time. The Supplier is liable to fix all bugs that might be detected during the tenure of this agreement for Support and Maintenance Services and any subsequent extensions of terms thereof.
- **1.2** Operational support to administrator of mobile application in NCFE.
- **1.3** Functional analysis, coding, testing and implementation of Change Requests within the agreed time frame with the help of core team of the Supplier.
- **1.4** Provide second line technical support to the NCFE during the period of important FE activity, FE program conducted by NCFE. Notification to supplier of such important FE activity or FE program shall be given minimum two days prior to the date of the commencement of the said FE activity or FE program.
- **1.5** Mobile application Performance Assessment and tuning on Quarterly basis.
- **1.6** Ensure the Mobile application complies with new legal regulations, such as data protection laws or industry standards.
- **1.7** Any changes in the Mobile application as prescribed by Security Audit to be carried on halfyearly basis by a Cert-in certified third party security auditor engaged by NCFE. Such changes to the mobile application have to be mandatorily done at no additional cost to NCFE.
- **1.8** The selected supplier shall deploy one resource off-site with adequate experience (at least 3 years) in mobile application development to deliver support and maintenance services. The details of the qualification and experience requirements of the said resource are provided in section 3.5 of Appendix A in Annexure XVII. The resource shall be off-site and provide his/ her services on need basis. The selected supplier shall also ensure a standby resource of similar experience and skill set to ensure continuity of service in the absence of the primary resource.

# **2 POST IMPLEMENTATION CHANGES**

Post implementation changes shall be carried out on the basis of the following aspects:

- i. The post implementation changes are classified into the following three categories:
  - a) <u>Minor Changes:</u>
  - Changes in the look and feel of user interfaces. Amongst many other aspects, the "look and feel" of the System shall cover but not limited to: Change in color scheme, Addition of new tabs, re-organization of Menu options on user interfaces, reorganization of mobile application feature(s) mentioned in Section 9 of RFP (Document Reference No: NCFE/2023-24/RFP/01.
  - 2. Update mobile application content such as text, images, or other media, to keep it current and relevant.
  - b) <u>Moderate Changes:</u>
  - 1. Address and fix any reported bugs or issues to improve the mobile application's stability.
  - 2. Keep the mobile application compatible with the latest operating systems (iOS, Android) and address any issues arising from OS updates.
  - 3. Update the mobile application to address security vulnerabilities and protect user data.
  - 4. Analyze and optimize the mobile application's performance, making adjustments for speed and responsiveness.
  - 5. Ensure that the mobile application functions well across a variety of devices and screen sizes.
  - 6. Ensure the mobile application complies with new legal regulations, such as data protection laws or industry standards.
  - 7. Relocation of mobile application along with backend database to any hosting site in future.
  - c) <u>Major Changes</u>
  - 1. Introducing new features that require extensive development, testing, and potentially impact on existing functionalities.
  - 2. Modifying the database schema, especially for fundamental changes, may require careful planning, data migration, and compatibility checks.
  - 3. Switching to a new development platform or framework may demand additional effort for adaptation and compatibility testing.
  - 4. Altering the API structure or endpoints may necessitate adjustments not only in the mobile application but also in any connected services or third-party integrations.
  - 5. Integration with third party application or API.

- ii. The Supplier shall be required to make Minor and Moderate changes in the system at no additional cost to NCFE. The cost of making such changes is included in the annual charges for the Maintenance and Support Services.
- iii. Any Major change in the system shall be carried out by the selected bidder on the basis of effort estimate in man-months. For such major changes, the effort estimate shall be prepared jointly by NCFE and the Supplier. The Work Order for such major changes will be issued by NCFE based on the agreed effort estimate and the man month rate.

The following process will be followed by the Supplier for execution of such Work Orders for major changes:

- a) Project Plan/Work Schedule shall be prepared.
- b) Carry out functional requirement analysis in consultation with NCFE and carry out development work accordingly.
- c) User Acceptance Test Plans and Test Cases shall be delivered.
- d) User Acceptance Testing (Responsibility of NCFE, Supplier to Facilitate)
- e) Deployment and configuration of patches in Production environment after successful Acceptance Testing.
- f) Update the System's Documentation.

# 3 RESOURCE PERSON FOR SUPPORT AND MAINTENANCE SERVICES

- **3.1** The Supplier will deploy a suitable off-site resource person to provide the said "Support and Maintenance Services meeting the requirements as stated in Section 1.8 of this agreement.
- **3.2** The services of the off-site resource shall be available for 5 days a week and the working hours are from 9.30 Hrs. to 17.30 Hrs.
- **3.3** The holidays of NCFE will be applicable to the off-site resource person.
- **3.4** The Supplier will replace the off-site resource person immediately with a suitable resource in the event the off-site resource resigns or proceeds on leave.
- **3.5** The Supplier will submit the Curriculum Vitae of the proposed resource to NCFE for approval prior to deployment of the resource. The said off-site resource is required to have the following qualification and experience:
  - a) <u>Qualification</u>
  - i. The resource must hold a graduate in commerce, science or engineering from a recognized institution/ university.

- b) <u>Experience</u>
- i. The Resource must possess a minimum of three years of experience in developing mobile application using Dart/ JavaScript or TypeScript/ Angular, APIs and MySQL.
- ii. The Resource must possess hands-on experience on
  - Troubleshooting & debugging skills to identify and address issues efficiently and ability to implement responsive design principles for a consistent user experience across different devices in mobile applications.
  - Strong problem-solving skills are essential for diagnosing issues, identifying root causes.
  - Paying attention to detail is crucial for identifying and rectifying small issues before they escalate, ensuring the overall quality of the application

# 4 ASSUMPTIONS

- i. NCFE shall make its relevant staff available to the Supplier as and when needed for execution of a Work Order.
- ii. NCFE shall provide required approvals within the agreed timeframe as needed for execution of Work Orders.



#### APPENDIX-B CHARGES

(This Appendix is a part of the Agreement)

#### 1. CHARGES FOR MOBILE APPLICATION SUPPORT AND MAINTENANCE

- a. Cost of Annual Support and Maintenance Services: INR \_\_\_\_\_\_ (inclusive of 18% GST).
- b. Payment shall be made on monthly basis. Therefore, monthly rate shall be \_\_\_\_\_ (inclusive of GST 18%).
- c. The resource requirement to deliver the support and maintenance services at the above mentioned cost shall be as per section 3 of the Appendix A of this agreement for support and maintenance services.

#### 2. CHARGES FOR ADDITONAL MOBILE APPLICATION DEVELOPMENT WORK

- a. Man month rate for additional development work that falls under the category of "Major Change" is INR \_\_\_\_\_\_ per month (inclusive of 18% GST).
- b. For every, Major Change requested by NCFE, the supplier will submit an effort estimate to NCFE.
- c. NCFE shall discuss and agree with the Supplier a reasonable and mutually acceptable effort estimate.
- d. Based on the approved effort estimate and the man month rate, payment shall be made to the supplier upon successful completion of work.

entre for Financi

#### **APPENDIX-C** SERVICE LEVELS AND PENALTY

(This Appendix is a part of the Agreement)

# **1. SERVICE LEVELS**

The Response and the Resolution Time for various types of tickets raised for Support and Maintenance services is as follows:

#	Support Type	Response (Valid	Resolution (Email
		for Email	and Telephonic)
		Support)	
1	Ticket raised for regular maintenance and	Within 5 minutes	Within 01 to 04 Business
	support service.		hours
2	Minor & Moderate changes and Bug	Within 5 minutes	Within 24 to 48 Business
	fixing		hours
3	Major Changes	य शिश्	

- Major Changes 3
  - Work Order (W.O) will be issued for any major change (s). i.
  - NCFE shall discuss and agree with the supplier regarding the "Delivery Schedule". ii.
  - The supplier shall implement the change(s) as per the Delivery Schedule. iii.

# 2. PENALTY

The penalty for non-compliance with the Service Levels mentioned in Section-(1) shall be as follows:

#	Type of Ticket/Work Order	Penalty		
#				
1	Tickets raised for regular	For non-compliance on more than 2 tickets in a quarter,		
	maintenance and Support	the penalty will be 2% of the monthly charges for		
	Services	"Support and Maintenance" services per ticket beyond		
		the said tolerance of 2 tickets. There is no capping on the		
		penalty.		
		The said penalty will be deducted from the monthly bill		
		for Support and Maintenance services.		
2	Minor & Moderate changes and	For non-compliance on more than 1 ticket in a quarter,		
	Bug fixing	the penalty will be 2% of the monthly charges for		
		"Support and Maintenance" services per ticket beyond		
		the said tolerance of 1 ticket. There is no capping on the		
		penalty. The said penalty will be deducted from the		
		monthly bill for Support and Maintenance services.		
3	Major Changes	The penalty will be 0.5% of the Work Order value per		
		day of delay subject to a maximum of 25% of the Work		
		Order value. The said penalty will be deducted from the		
		value of the work order.		
	*** End of Document ***			