

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**SELECTION OF VENDOR FOR SUPPLY,**  
**IMPLEMENTATION, MAINTENANCE, AND**  
**MANAGEMENT OF CORE MICRO-FINANCE SOLUTION**  
**ON CLOUD**

**Tender No.: NABFINS/RFP/0011/2023-24**



**NABFINS**

**NABFINS Limited,**  
**3072, 14th cross, K R Road,**  
**Banashankari 2nd Stage**  
**Bengaluru, Karnataka 560 070**

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**Definitions/ Acronyms of major terms/abbreviations used in this document**

S.No.	Acronym	Definition
1.	AMC	Annual Maintenance Cost
2.	API	Application Program Interface
3.	APM	Application Performance Monitoring
4.	ASCII	American Standard Code for Information Interchange
5.	ATS	Annual Technical Support
6.	BAU	Business As Usual
7.	BCP	Business Continuity Plan
8.	BG	Bank Guarantee
9.	BOD	Beginning of Day
10.	BOM	Bill of Material
11.	BPD	Business Process Design
12.	CA	Chartered Accountant
13.	MFI	Micro-Finance Institutions
14.	CBT	Computer based Training
15.	CO	Commercial Offer/ Commercial Bid/ Price Bid
16.	COBIT	Control Objectives for Information and Related Technologies
17.	Core MFI Solution	Solution comprising of Lead generation, loan origination, loan management, collateral management, NPA management, collection & recovery management, finance & accounting solution
18.	COD	Collateralized debt obligations
19.	CD	Compact Disk
20.	CIF	Customer Information File
21.	CMMI	Capability Maturity Model Integration
22.	CPU	Central Processing Unit
23.	CRM	Customer Relationship Management
24.	CVC	Central Vigilance Commission
25.	DAR	Data Archival
26.	DB	Database
27.	DBA	Database Administrator
28.	DBMS	Database Management System
29.	DC/ DRC	Data Centre
30.	DQ & DC	Data Quality & Data Cleansing
31.	DMS	Document Management System
32.	DR/ DRS	Disaster Recovery Centre
33.	DRG	Detailed Requirement Gathering
34.	EMD	Earnest Money Deposit
35.	EMS	Enterprise Monitoring System
36.	EOD	End of Day
37.	EOHY	End of Half Yearly
38.	EOQ	End of Quarter
39.	EOY	End of Year
40.	ESB	Enterprise Service Bus

S.No.	Acronym	Definition
41.	FM	Facilities Management
42.	FI	Financial Institution
43.	FRSM	Functional Requirements Specifications Manual
44.	GL	General Ledger
45.	GUI	Graphical User Interface
46.	HO	Head Office
47.	HLD	High Level Design
48.	HRMS	Human Resource Management System
49.	HTML	Hyper Text Mark-up Language
50.	HTTP	Hyper Text Transfer Protocol
51.	ICQ	Internal control questionnaires
52.	IEM	Independent External Monitor
53.	INR	Indian Rupee
54.	IPR	Intellectual Property Right
55.	IPSEC	Internet Protocol Security
56.	IT	Information Technology
57.	ISO	International Organization for Standards
58.	ISSP	Information Systems Security Policies
59.	LAN	Local Area Network
60.	LD	Liquidated Damages
61.	LDAP	Lightweight Directory Access Protocol
62.	LLD	Low Level Design
63.	LMS	Learning Management System
64.	LTO	Linear Tape Open
65.	KRI	Key Risk Indicators
66.	KYC	Know Your Customer
67.	KPI	Key Performance Indicators
68.	MIS	Management Information System
69.	MPLS	Multi-Protocol Label Switching
70.	MSE	Micro & Small Enterprise
71.	MSL	Minimum Service Level
72.	MTBF	Mean Time Between Files
73.	NBFC-MFI	All NBFCs registered with RBI and have been classified by RBI as MFIs
74.	NBFC	All NBFCs registered with RBI
75.	NDA	Non-Disclosure Agreement
76.	NDR/ NLS/ NS	Near DR/ Near Site
77.	NEFT	National Electronic Fund Transfer
78.	NPA	Non-Performing Assets
79.	NSE	National Stock Exchange
80.	OCR	Optical Character Recognition
81.	OEM	Original Equipment Manufacturer – Product Vendor
82.	OS	Operating System
83.	P&L	Profit & Loss
84.	PDF	Portable Document Format
85.	PKI	Public Key Infrastructure

S.No.	Acronym	Definition
86.	PO	Purchase Order
87.	PPF	Public Provident Fund
88.	PSE	Public Sector Enterprise
89.	PSU	Public Sector Undertaking
90.	QAM	Quality Assurance Manager
91.	RBI	Reserve Bank of India
92.	RCA	Root cause analysis
93.	RDBMS	Relational Database Management System
94.	RFP	Request for Proposal
95.	RPO	Recovery Point Objective
96.	RTGS	Real Time Gross Settlement
97.	RTO	Recovery Time Objective
98.	SAN	Storage Area Network
99.	SDLC	Software Development Lifecycle
100.	SEBI	Securities and Exchange Board of India
101.	SFTP	SSH File Transfer Protocol
102.	SI	System Integrator
103.	SIEM	Security Information and Event Management
104.	SIT	System Integration Testing
105.	SLA	Service Level Agreement
106.	SOA	Service Oriented Architecture
107.	SOAP	Simple Object Access Protocol
108.	SQL	Structured Query Language
109.	SRS	System Requirement Study
110.	SSL	Secure Sockets Layer
111.	STR	Suspicious Transaction Reports
112.	SW	Software
113.	T&D	Test & Development
114.	TAT	Turnaround Time
115.	TCO	Total Cost of Ownership
116.	TDS	Tax Deductible at Source
117.	TL	Team Lead
118.	TOR	Top of the Rack
119.	TPS	Transaction per second
120.	TRAI	Telecom Regulatory Authority of India
121.	UAT	User Acceptance Testing
122.	UPS	Uninterrupted Power Supply
123.	VAPT	Vulnerability Assessment & Penetration Testing
124.	VM	Virtualization Machine
125.	WAN	Wide Area Network
126.	YoY	Year on Year
127.	ZDL	Zero Data Loss



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## 1 Invitation for Tender Offers

NABFINS invites sealed tender offers (Technical bid and Indicative Commercial bid) from eligible, reputed companies for Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud.

In this RFP, the term bidder/prospective bidder refers to the bidder participating for delivering product/services mentioned in the **Scope of Work**.

NABFINS reserves the right to reject any or all offers without assigning any reason.

### **Please Note:**

- All costs and expenses (whether in terms of time or material or money) incurred by the prospective Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NABFINS, will be borne entirely and exclusively by the Bidder.

### 1.1 Tender Document

The tender document may be downloaded from NABFINS's official website <https://nabfins.org/Tenders/>.

### **Disclaimer**

- The information contained in this RFP document, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of NABFINS, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- This RFP is neither an agreement nor an offer and is only an invitation by NABFINS to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and obtain independent advice, wherever necessary. NABFINS makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP. NABFINS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.



## 2 Key Information

The following is an indicative timeframe for the overall process. NABFINS reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof.

Particulars	Details
<b>Tender Number</b>	<b>NABFINS/RFP/0011/2023-24</b>
<b>Tender Title</b>	Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud
<b>Bid Security Deposit (EMD)</b>	<p>Rs. Fifty thousand only (50,000/-) by the way of remittance to NABFINS Limited account (details mentioned below). The UTR of the transaction and screenshot should be indicated in the bid document.</p> <p><i>*All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognised by DIPP) are exempted from submission of EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption.</i></p> <p>Account details:            Acct no.: 32635856611            IFSC Code: SBIN0003286            Branch: SBI Jayanagar II Block branch</p>
<b>Date of Publishing of RFP on NABFINS Website</b>	18 <sup>th</sup> Jan 2024
<b>Last Date for Submission of Pre-Bid Query</b>	29 <sup>th</sup> Jan 2024 11:00 AM
<b>Pre-bid Meeting</b>	30 <sup>th</sup> Jan 2024 11:00 AM
<b>Bid submission last date and time</b>	13 <sup>th</sup> Feb 2024 3:00 PM
<b>Eligibility cum Technical bid opening date and time</b>	13 <sup>th</sup> Feb 2024 3:30 PM
<b>Date of Technical presentation</b>	To be notified later.
<b>Commercial Bid opening Date and Time</b>	To be notified later
<b>Place of Opening of Bids</b>	NABFINS Limited, 3072, 14th cross, K R Road, Banashankari 2nd Stage Bengaluru, Karnataka 560 070



Particulars	Details
<b>Contact Persons for any clarifications/ Submission of Bids</b>	<ol style="list-style-type: none"><li data-bbox="813 247 1370 306">1. Mr. Spondan Joshi, GM/CTO Mobile Number: 8652333374</li><li data-bbox="813 306 1370 365">2. Ms Adeeshaya D, Chief Information Officer Mobile Number: 8848663637</li></ol> <p data-bbox="768 394 1068 424">Email id: <a href="mailto:ho@nabfins.org">ho@nabfins.org</a></p>

### 3 Structure of the RFP

- An overview of services to be provided by the selected Bidder.
- An overview of the solution architecture, software, hardware and facilities management services required from the Bidder.
- The technical and commercial evaluation methodology which shall be followed to select the successful Bidder and.

Bid Formats attached in this document:

Annexure Reference	Content
<b>Annexure- 1</b>	Compliance to Technical specifications and scope of work
<b>Annexure- 2</b>	Technical Proposal Format
<b>Annexure- 3</b>	Commercial Compliance Certificate
<b>Annexure- 4</b>	Letter of Authorization
<b>Annexure- 5</b>	Proposed Agency Profile
<b>Annexure- 6</b>	Confirmation of Terms & Condition
<b>Annexure- 7</b>	Tender Offer Cover Letter
<b>Annexure- 8</b>	Submission Checklist
<b>Annexure- 9</b>	Pre-bid query format
<b>Annexure- 10</b>	Confirmation of Eligibility
<b>Annexure- 11</b>	NDA Format
<b>Annexure- 12</b>	Performance Bank Guarantee Format
<b>Annexure- 13</b>	Contract Form Format
<b>Annexure -14</b>	Undertaking for backlining agreement
<b>Annexure- 15</b>	Integrity Pact
<b>Annexure- 16</b>	Sizing Adequacy Letter
<b>Annexure 17</b>	OEM's Declaration for Bug Free Software
<b>Annexure 18</b>	Growth Projections & volumetrics
<b>Annexure 19</b>	Land Border confirmation
<b>Appendix- 1A</b>	Functional Specifications
<b>Appendix- 1B</b>	Technical Specifications
<b>Appendix- 2</b>	Commercial Bill of Material
<b>Appendix 3</b>	Fintech Details
<b>General</b>	Technical proposal for NABFINS, System architecture, deployment architecture, data flow architecture, Integration architecture, Implementation plan, deployment plan, O&M plan etc.

## 4 Introduction

### 4.1. Overview

NABFINS Limited (hereafter referred to as the company or NABFINS) is a public limited company registered as a Non-Banking Finance Company– Micro Finance Institution (NBFC – MFI) with the Reserve Bank of India. It is a subsidiary of National Bank for Agriculture and Rural Development (NABARD). The other shareholders of the company are the Government of Karnataka, Canara Bank, Union Bank of India, Federal Bank, Dhanalaxmi Bank and few other individuals. NABFINS was launched in 2008 and has been in the microfinance business since then.

NABFINS Ltd as part of microfinance business is engaged in providing micro credit to borrowers from poor and weaker sections for taking up economically gainful activities or otherwise. The loans are given to members of Self Help Groups, Joint Liability Groups and also individual entrepreneurs for a term ranging from 12 to 36 months. It has a client base of nearly 6 lakh borrowers from 18 States in India.

NABFINS is in the process of introducing new loan products also. For further details please visit [www.nabfins.org](http://www.nabfins.org)

### 4.2. Project Objective

NABFINS has outlined its vision for Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud. This vision would involve a major transformation of the information technologies (“IT”). With this objective, it is floating the Request for Proposal (“RFP”).

NABFINS recognizes that this is an extensive undertaking and therefore, it would want Bidder to understand its vision and understand that the solution is transformation of business enablement through technology. To this end, the response to the RFP needs to focus on the transformation of technology and processes and a commitment of people in the context of a Supply, Implementation and Management for the entire period of the contract.

NABFINS invites bids from Bidders to implement the Core Micro-Finance institution solution along with identified applications for the branches / offices of NABFINS across India. Bidder should be a well-qualified total solution provider to implement the initiative end to end successfully. Bidder should be capable of providing a total integrated solution for Core MFI solution, including but not limited to providing required hardware (Cloud), middleware, software, database, facility management, third party utilities, testing, providing interfaces required for functioning of NABFINS’s requirements.

Bidders have to note that while the Core MFI solution and other solutions would be implemented as part of this project, Bidders have to necessarily ensure that all existing products and services are available in the Solution. Bidders have to envisage all applicable costs in order to configure the products and services in the Solution. NABFINS will not accept any plea of Bidder later for omission of products and services.

Unless expressly stated otherwise, for all the solutions to be provided by Bidder, Bidder is required to factor the necessary hardware, software, services across NABFINS’s locations as stated. Additionally, Bidder is required to design, size, supply, implement, deploy, parameterize, customize, interface / integrate, train, maintain and manage the end-to-end solutions.

Bidder is required to deploy the Core MFI solution solutions including interfaces, adequately sized and scalable Hardware, Software, Applications, Tools, Utilities, related services, and Facilities Management as per specifications, terms and conditions and scope defined in this RFP (hereinafter referred as “Solution”).



Bidder is required to Conduct transition of existing application, IT Infrastructure & services from existing vendor and perform data migration activities.

Bidder will be responsible to extract, transform and load the data in the proposed systems.



## 5 Eligibility Criteria

NABFINS is looking for selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud.

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from Bidders who do not fulfil any of the following eligibility criteria are liable for rejection.

Bidder will be responsible for delivering the end-to-end solution and will be the single point of contact for the implementation, integration, support, and maintenance for the entire project. Bidder will also be solely responsible for ensuring adherence to the Service Levels, terms & condition, and Service Quality for each of the deliverables executed.

The bidder must fulfil the criteria mentioned in the table below to bid for this RFP:

S.No.	Eligibility Criteria	Supporting Documents
	<b>Bidder's Experience</b>	
1.	The bidder should be a company registered in India under the relevant acts, such as the Companies Act 1956/2013, or a partnership registered under the Indian Partnership Act 1932, or a partnership firm registered under the Limited Liability Partnership Act 2008, with its registered office in India	Copy of Certificate of Incorporation/GST Registration and PAN Card
2.	The Bidder should have been in operation for at least 05 years as on as on date of bid submission.	Copy of Certificate of Incorporation/GST Registration and PAN Card
3.	The Bidder should have an average annual turnover of INR 50 crore in the past 03 financial years i.e., 2022-23, 2021-22 and 2020-21	Copies of audited balance sheets and P&L statements AND CA Certificate
4.	The bidder should have a positive net worth for each of the past 03 financial years i.e., 2022-23, 2021-22 and 2020-21	Copies of audited balance sheets and P&L statements AND CA Certificate
5.	The Bidder should not have been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ any Government Department/ PSU/ PSE/Financial Institution in India.	Self-Declaration on Bidder's Letterhead signed by the authorized signatory: The Undertaking statement is as follows: "We M/s_____ confirms that we have not been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ any Government Department/

S.No.	Eligibility Criteria	Supporting Documents
		PSU/ PSE/Financial Institution in India as on the date of bid submission”
6.	The bidder should be an OEM of the solution offered or a certified or authorized agent/ reseller/ partner of the solution offered	<p>Self-Undertaking from the bidder (in case bidder is an OEM) Or            Manufacturer Authorization form from OEM (Signed by the authorized signatory of OEM) highlighting the following:</p> <ul style="list-style-type: none"> <li>a) OEM Name, Product details, OEM registered Officer</li> <li>b) OEM Authorizing bidder to submit the proposal to NABFINS for its product for the entire contract duration &amp; further extension if granted by NABFINS.</li> </ul> <p>MAF is to be submitted from the following OEMs: Core Microfinance Solution, Finance &amp; accounting solution, Aadhaar Data vault and Application performance monitoring solution</p>
7.	The bidder should have at least 50 technical (Information Technology) personnel on its payroll.	Self-Declaration on Bidder’s Letterhead signed by the authorized signatory.
8.	OEM has to take responsibility of the entire end to end implementation. OEM has to deploy at least 10% of the resources during the Operations and Maintenance period.	OEM Self-Declaration on its letter head.
9.	<p>The proposed solution* (LOS, LMS and Collections) should have been successfully implemented (Live solutions) in at least 1 NBFC-MFI (having at least INR 200 Cr. AUM) in India within last 5 years as on the date of bid submission.</p> <p><i>*Bidder can submit credentials from single or multiple clients in INDIA highlighting their experience in each of the proposed solution i.e., LOS, LMS, Collections. In case any of the products (LOS/LMS/Collection) is under-implementation, the credential shall be considered as under-implementation and will not be considered for evaluation.</i></p>	<p>Copy of ‘Contract/Purchase order’ with confirmation/credential from client on having executed the PO to satisfaction.</p> <p>NBFC-MFI credential letter/Email from Client should indicate the AUM of the client.</p>

S.No.	Eligibility Criteria	Supporting Documents
10.	The Proposed Solution (LOS/ LMS/ Collections) should have been implemented on cloud in at least 1 organization (NBFC-MFI /NBFCs/Banks/FIs) in India	Copy of 'Contract/Purchase order' with confirmation/credential from client on having executed the PO to satisfaction.
11.	The bidder should have experience in Microfinance domain (JLG/ SHG etc.) of more than INR 5 crores contract value in India within last 5 years as on the date of bid submission in single client	Copy of 'Contract/Purchase order' with confirmation/credential from client on having executed the PO to satisfaction.
12.	The vision of the proposed product and product roadmap for the duration of the contract. The proposed product should have a vision for at least one year post go-live.	Letter from the OEM on OEM's letterhead
13.	Bidder should have atleast 2 out of following certifications: <ul style="list-style-type: none"> <li>- CMMI Level 3 or above</li> <li>- ISO 9001:2015 or above</li> <li>- ISO 20000-1:2018 or above</li> <li>- ISO/IEC 27001:2013 or above</li> </ul>	Copy of Certificates to be provided.
14.	Bidder Compliance to land border	Self-Undertaking from bidder (Annexure 19)
15.	Backlining agreement confirmation	An undertaking from the bidder (Annexure 14)
<b>CSP Experience – Only one CSP should be proposed for all infrastructure related services</b>		
1	Undertaking for bidder being an authorized partner of the CSP for this bid	Undertaking from CSP confirming that bidder is an authorized partner of CSP for this bid.
2.	Data Centers of CSP should be minimum Rated 3 of TIA942 or Tier 3+ of Uptime Institute or any other equivalent certification	Relevant certification valid as on the date of bid submission with self-undertaking from CSP
3	CSP should be empaneled (2022-23) with the Ministry of Electronics and Information Technology (MeiTY) as on the date of bid submission	Undertaking from CSP and copy of letter of empanelment
4	The CSP should have experience of provisioning Services on their Cloud for at least 3 clients in India (Private/ PSU/ Central Govt/ State Govt. or any other Organization or agencies) of which 1 should be a PSU/ Central Govt/ State Govt and 1 should be a BFSI during last 5 years as on the date of bid submission	Documentary evidence with relevant copies of Purchase Order/ contract, along with Satisfactory Working Certificates/ Payment Receipt/ Project Signoffs
5	The Primary Site and secondary site of CSP proposed for the project should be in two different seismic Zone in India.	Undertaking from CSP confirming the following: <ul style="list-style-type: none"> <li>a. Primary site and secondary site address</li> <li>b. Seismic Zone of each site proposed</li> </ul>





**Note:**

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. NABFINS reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of NABFINS in this regard shall be final, conclusive, and binding upon the Bidder.
- In case of business transfer where bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired business may be considered.
- In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, Credentials, etc. may be considered.
- Either the bidder on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the said RFP. In a situation where multiple bids from the same Core MFI solution (OEM Make) are received, all the bids of the same OEM product shall be liable for rejection.

## 6 Scope of work

### 6.1. Detailed Scope of work

The scope of services for this RFP would include, but not limited to:

- a. Bidder is required to perform end to end activities related to Core MFI Solution which includes **designing, sizing, procuring, development, customization retrofitting, configuring, parameterizing, implementing, integrating, training and maintenance of the proposed solution.**
- b. Bidder is required to design and implement the Core MFI solution on Cloud (Platform as a service-PaaS). The Core MFI solution envisaged is required to be licensed to NABFINS for deployment on **PaaS infrastructure.**
- c. Bidder is required to test the security updates/ upgrades/ patches in the Test environment and is required to inform NABFINS of any security updates/ upgrades/ patches made available in the Solution procured through this RFP with the test results in very quarter. The bidder is required to implement the same in Production post confirmation from NABFINS.
- d. Bidder is required to perform the **data migration activities** and will be responsible for extracting, loading and transforming the data in the proposed systems/ solutions. Bidder is required to liaise with the existing vendor for extraction of the data. Data shall be provided to the bidder as extracted from the table, it is the responsibility of the bidder to transform and load the data and enabling in validating the correctness of the data.
- e. Bidder should design, conceptualize, implement, and manage the technology architecture that provides for secure container-based data management, where encryption keys and Hardware Security Modules are controlled by NABFINS. The architecture should provide for a standard set of tools and processes to manage containers, images, and releases.
- f. The bidder should define the process and turnaround for returning the NABFINS collaterals and data held.
- g. Bidder is required to **Build interfaces/data transfer mechanisms and integrate** the proposed applications with existing, new as well 3<sup>rd</sup> party techs.
- h. Bidder is required to **Rollout the proposed applications** and provide handholding support.
- i. Bidder is required to **provide Training and Knowledge Management** to NABFINS's management and personnel designated by NABFINS.
- j. Bidder is required to provide **helpdesk support** from NABFINS's premise in Bangalore for the proposed applications. NABFINS reserves the right to shift the location within Bangalore during the contract duration, Bidder is required to continue the services from new location at no additional cost to NABFINS. Bidder should integrate the tool with the call center agents for enabling the tickets to be logged in the tool for any technical & functional issues/concerns.
- k. Bidder is required to provide **facilities management services** for all in-scope applications & infrastructure.
- l. All proposed applications have to be on CAPEX model and are to be hosted from Cloud Infrastructure provisioned for NABFINS, unless explicitly stated otherwise in the RFP.
- m. Bidder is required to provide complete **and detailed documentation of the in-scope applications and IT Infrastructure as per the requirements of NABFINS.**
- n. Bidder is required to comply with the functional and technical specifications as mentioned in Appendix 1A-Functional Specification and Appendix 1B: Technical Specification.
- o. Bidder is required to provide RCA for all key issues for the in-scope applications and hardware within 48 hours of the issue being identified/ notified.

- p. Bidder is required to ensure that the Performance and Customization review is performed annually by the Applications OEMs, the review does not encompass the Code Review.
- q. Bidder should ensure the following timelines are met during the contract period:
- EOD - 3 hours
  - EOM – 4 hours
  - EOQ – 6 hours
  - EOHY- 6 hours
  - EOY - 6 hours
- r. Security Features**
- i. It is the responsibility of the Bidder to ensure security features viz. audit trail, access control, password control, and report extraction control etc. in line with the IT & Security policies of NABFINS.
  - ii. It is the responsibility of the bidder to comply with the Government of India Guidelines and Act on DPDP and other acts/guidelines issued by GOI on regular basis.
  - iii. The proposed infrastructure & applications should also conform to standards of Government of India, NABARD, and RBI Guidelines and their amendments from time to time.
  - iv. The Bidder will be responsible for defining and regularly updating the baseline security standards in line with the above-mentioned security standards. It is the responsibility of the Bidder to ensure and incorporate all necessary security and control features within the application, operating system, data base, etc. to maintain integrity and confidentiality of data at all times.
  - v. The Solution shall ensure user level, data and information security as per NABFINS security policy.
  - vi. Bidder shall ensure that all In-scope application & infrastructure should enable generation and monitoring of logs.
  - vii. Bidder shall ensure that all In-scope application & infrastructure should provide comprehensive audit trail features and enable audit trail and access control list generation.
  - viii. The system shall provide daily activity logs as well as history logs (6 months online, post which, the logs should be archived on tape).
  - ix. Bidder should ensure support for recording of unsuccessful attempts to log-in to the system(s).
  - x. Bidder to ensure that all system(s) shall provide tracking of the client's IP and network interface address.
  - xi. All Application should communicate within themselves using the secure tunnel only using encryption.
  - xii. The Bidder is required to address the issues faced by NABFINS in the in-scope infrastructure and applications by incorporating preventive and reactive security measures that are easy to deploy and manage.
  - xiii. The Bidder will also be responsible for formulating detailed procedures for each and every service component offered to NABFINS.
  - xiv. The Bidder will be responsible for implementing the IT security policies drafted and provided by NABFINS from time to time. Any deviations to the policies provided by NABFINS shall be informed to NABFINS and approval shall be sought from NABFINS. The proposed infrastructure & applications should comply with NABFINS's security policy as approved by the board. The Bidder must make best efforts to provide a workaround for the deviation.
  - xv. The Bidder will be responsible for ensuring that relevant and required logs for each of the items such as servers, databases, networks and security are recorded and analysed. Any suspicious or concerned activities should be immediately informed to NABFINS and corrective actions must be taken by the Bidder in concurrence with the CSP to resolve the issue. Bidder is required to provide one security expert to resolve such issues identified/ notified.

- xvi. The Bidder should report and analyse security and other incidence and take corrective proactive measures to rectify the same immediately. The Bidder shall also proactively inform NABFINS of the occurrence of such incidences and breaches.
- xvii. Bidder is required to perform security baselining, hardening, implementation of security related patches in OS or firmware before putting the application into production. VAPT or Application Security Testing would be done post implementation of security parameters at SIT / sandbox environment. In case of there is an observation by testing agency, Bidder is required to perform the necessary changes to comply to the security parameters and Requirement as identified by testing agency within stipulated timelines.

*\*\*The above is only an indicative list of tasks expected out of bidder. The scope extends to all that is essential to discharge the role of a bidder, whether or not stated expressly except to the extent so explicitly excluded.*

*Bidder should provide software licenses with **comprehensive warranty for 1 year post Go-live and thereafter ATS/Subscription cost for the remaining contract duration.***

*Rates provided by the bidder for the respective software, cloud services, and other services shall be used on pro-rata basis for any additional software, cloud services, and/or services utilized by NABFINS during the contract period.*

Bidder is required to design, size, supply, implement, deploy, parameterize, customize, interface / integrate, train, maintaining / maintenance of the following list of applications & IT Infrastructures:

Unless expressly stated otherwise, for all the solutions to be provided by the Bidder, the Bidder is required to factor the necessary hardware, software, and services across NABFINS's locations as stated.

*\*\* Bidder is required to deploy the required solutions including interfaces, adequately sized and scalable Hardware, Software, Applications, Tools, Utilities, related services and Facilities Management as per specifications, SLA, terms and conditions and scope defined in this RFP (hereinafter referred as "Solution").*

*NABFINS reserves the right to alter / change / modify the procurement of any of the services, hardware or software items of this RFP. NABFINS, at its discretion, shall leverage the unit rates provided by Bidder in case of increase or decrease in any of the services, software or hardware proposed by Bidder throughout the tenure of the Contract.*

NABFINS reserves the right to change, modify or alter any/all the items, terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required from Bidder during the RFP period.

NABFINS at its discretion may take the FINTECH/3<sup>rd</sup> party services directly from the FINTECH/3<sup>rd</sup> Party agencies, bidder is required to integrate the same with the proposed solution. In case the FINTECH services are already availed then there would no additional cost paid to the bidder for integration.

### **Core MFI Solution**

- a. The proposed Core MFI Solution shall be a unified platform catering to all lending products (current & future) of NABFINS. The Proposed solution shall digitalize entire life cycle of lending including (but not limited to) maintaining the lead capture, loan originations, application & data validation, application review, Query management (CSO/NGO/B&DC/B&DF etc.,. Borrower, NABFINS Officials and other parties), communication management, Loan sanction, Loan sanction verification, Loan disbursement, Collections, reconciliation, Loan closure, accounting & reporting, admin module, exception handling etc.

b. The proposed solution should be implemented for the following product:

S.No.	Business Model	Products
1	Direct lending	JLG, Individual Loan
2	Direct Linkage	JLG, SHG, Individual Loan
3	B&DC/B&DF	JLG, SHG
4	SLI lending	Institution
5	Trader Loan	Small business (Individual)
6	Co-lending	JLG, SHG, Trader Loan and other
7	Top up	JLG, SHG, Individual
8	Emergency	JLG, SHG, Individual
9	MSME Loan	MSME
10	Staff Loan	Individual

c. The proposed solution should cover the following process:

- i. Lead Acquisition
- ii. Lead Management
- iii. Lead Health Check
- iv. Loan processing
- v. Loan origination system
- vi. Loan sanction
- vii. Loan disbursement
- viii. Loan recovery
- ix. Loan closure/foreclosure
- x. Review/Renewal
- xi. NPA Management
- xii. E-KYC, CKYC validation
- xiii. Credit Risk Assessment
- xiv. Presanction documentation and functionalities
- xv. Due diligence required for loan processing.
- xvi. Post sanction documentation
- xvii. Post disbursement reporting, monitoring, and alert
- xviii. Document processing and management, image-based document processing
- xix. Communication management
- xx. Financial Statement Analyzer
- xxi. Risk Scoring, Risk Management
- xxii. Product and user master
- xxiii. User access and control
- xxiv. Business Rule Engine
- xxv. TAT management
- xxvi. Security and Collateral Management
- xxvii. Audit trail
- xxviii. Fintech services through Integration
- xxix. Geospatial/ satellite imaging services
- xxx. Machine learning
- xxxi. NLP
- xxxii. Conversational AI
- xxxiii. Handle multiple languages.
- xxxiv. Cross selling
- xxxv. MIS Reporting & Dashboards

xxxvi. Cyber-Security

- d. The proposed solution should be OEM supported solution and should not be a BETA version of any product.
- e. The bidder is also required to factor in the license cost and associated ATS as per the business projections provided in the RFP for the entire contract duration.
- f. The services required from FINTECH/3<sup>rd</sup> party for ensuring the adherence to the scope, Functional and technical requirement is to be factored in the overall cost. No additional cost/payment shall be made for availing the fintech services in order to meet the scope and functional & technical requirement mentioned in the RFP. It is the responsibility of the bidder to provide integration with various FinTech's, Tech services as part of the contract without any limitation on the number of integrations, number of API calls etc. and related support requirements. No separate/additional cost is payable for any new integration, service charges, regulatory & statutory, Audit, or NABFINS requirements.
- g. The proposed solution, infrastructure and services provisioned by bidder and bidder's, CSP's and any third party/s (associated in solution provisioning) premises should adhere to TRAI/RBI/IBA/Govt. of India/Other regulatory & statutory body requirements (including security requirements) and requirements as per security policies of NABFINS, technical specifications and procedural guidelines for the proposed solution, tools, proposed infrastructure, and services.
- h. All customizations presently available shall be retrofitted if their functionality is not supported by default in the proposed solution.
- i. The proposed solution shall ensure that all products covered as part of Core-MFI solution product journeys have flexible configuration.
- j. The proposed solution should enable NABFINS to do straight-through processing (STP) and automation that NABFINS required to efficiently produce regulatory reports. Solution should streamline the operational and NABFINS reporting process. Solution should build and maintain a comprehensive library of regulatory & statutory requirements in jurisdiction.
- k. The proposed solution shall comply with all the policies of NABFINS including but not limited to Loan policy of NABFINS, B&DC & B&DF policy, Information security policy, Data retention policy, Password policy, etc.
- l. The proposed solution, infrastructure and services provisioned by bidder and bidder's, should adhere to TRAI/RBI/IBA/Govt. of India/Other regulatory & statutory body requirements (including security requirements), and requirements as per security policies of NABFINS, technical specifications and procedural guidelines for the proposed solution, tools, proposed infrastructure, and services.
- m. The support for the solution at no extra cost to NABFINS should include the following:
  - i. All minor version upgrades during the period of contract
  - ii. Program updates, patches, fixes and critical security alerts as required.
  - iii. Documentation updates
  - iv. availability of L1 & L2 resource 24\*7\*365 Support for the solution to meet the Service Levels
- n. The proposed Application version should not become End of Support for the entire contract duration.
- o. Bidder to arrange for any updates/upgrades required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory & statutory authorities towards compliance as part of ATS & AMC at no extra cost to NABFINS for the entire contract period as per the timelines defined by RBI/ Govt. of India/ regulatory & statutory authorities. It is the sole responsibility of bidder to assist NABFINS in meeting and complying with the Guidelines/Notifications of regulator & statutory authorities by making necessary changes within the timeframes defined by regulator & statutory authority. Regulatory or statutory fines imposed by a government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to NABFINS, provided such guidelines were brought to the notice of bidder, shall be imposed on the bidder for reason solely attributable to the bidder.
- p. All requirements identified by NABFINS in the RFP and/or requirement communicated by NABFINS till SRS signoff are to be implemented by the bidder, at no additional cost to NABFINS. Any

requirement pertaining to regulatory & statutory requirement, 'cyber security, data security, cloud security and cloud hosting' highlighted, advised, or published by NABFINS, regulatory & statutory body and GOI must be provisioned & implemented by bidder during the contract period at no additional cost to NABFINS.

- q. The Bidder will be required to fix any vulnerabilities/ bugs/issues in the platform at no additional cost during the entire tenure of the contract. These vulnerabilities/ bugs/ issues can be detected by NABFINS or can be a finding of any internal or external audit conducted by NABFINS or its auditors on a periodic basis during the contract period.
- r. Bidder shall maintain the solution at both DC and DR of CSP as per the provisions of the RFP.
- s. Bidder shall ensure that only its authorized employees/representatives access NABFINS Specific infrastructure and applications.
- t. Bidder shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of NABFINS data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which NABFINS representative may inspect. Bidder shall facilitate and/or handover the Device to NABFINS or its authorized representative for investigation and/or forensic audit.
- u. Bidder shall be responsible for protecting its network and subnetworks, from which remote access to NABFINS network/NABFINS specific data access is performed, effectively against unauthorized access, malware, malicious code, and other threats in order to ensure NABFINS information technology system and data is not compromised in the course of using remote access facility. Bidder should put in place mechanism/tools/solutions to identify all the remote-access devices attached/connected to the NABFINS systems.

### Non-functional requirements

The important factors with respect to architectural requirements which bidder shall consider for implementation of the project are elaborated below:

- The solution should be as implemented per best industry practices. It should be customized to meet NABFINS's requirements.
- **Use of proven products and technologies** - The proposed solution should necessarily consist of proven products and technologies for the required functionalities with any customization if required to meet the business objectives.
- **Scalability** - All components of the solution must support scalability to provide continuous growth to meet the requirements and demands of NABFINS. The Solution should scale in a linear fashion and behave consistently with growth in data, number of concurrent users etc.
- **Interoperability** - The solution should be interoperable, to support information flow and integration. It should support open architecture solutions such as XML, LDAP and SOA etc. where information/data can be ported to any system, whenever desired.
- **Availability** - All components of the solution must provide adequate redundancy to ensure high availability. The solution shall have built in redundancy in terms of both the hardware and connectivity so that service is not impacted and is available 24x7.
- **Reliability** – The solution needs to be reliable to maintain data integrity and support business continuity.
- **Security**: Proposed solution should provide role-based security, encryption of data-at-rest, data in use, data-in-transit, and data on backup media.
- The solution should be the latest version of proposed software with a clear product roadmap and should be in line with the current technology trends and business/domain trends. Bidder to note that proposed

version of the solution should be latest stable & supported version from the OEMs and support from the OEM should be available for the entire contract duration.

- o Bidder shall comply with Data Governance policies and standards of NABFINS including data retention standard at all times

### **Cloud and CSP Requirements**

- a. The proposed cloud computing solution (PaaS) shall be configured, deployed, and managed to meet security, privacy, legal, ethical and compliance requirements of NABFINS.
- b. Bidder to enable NABFINS in performing audit/review IT controls of the CSP as and when required by NABFINS.
- c. Bidder should enable NABFINS or NABFINS appointed vendor in performing periodic information security, IT security, VAPT etc. on infrastructure provisioned for NABFINS. Bidder should close the audit gaps as per the timelines mentioned in NABFINS's Audit Guidelines.
- d. Bidder to also submit an independent review report for the audit/review IT controls from CERT-In empanelled security consultant, to ensure it meets NABFINS information security requirement, the same shall be submitted by bidder/CSP as and when required by NABFINS.
- e. The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage for hosting the proposed application. The bidder must manage and maintain the VM's including underlying Hardware, Operating systems, antivirus etc. for the contract period.
- f. Bidder should arrive at the sizing independently. In case, the sizing quoted by the Bidder fails to meet the necessary services, NABFINS will not bear any cost for upgrades or replacements and the same should be provided by bidder at no additional cost to NABFINS. Also, during the contract period, growth of NABFINS should be considered and thus, the hardware proposed should have enough CPUs, memory, and storage available to accommodate the predicted sizing required.
- g. Bidder shall have provision to provide and support additional VM requirements and related services.
- h. The Bidder will be completely responsible for supply, installation, configuration, customization, and maintenance of complete solution for the contract duration. NABFINS later will not make any additional payments for the solution provided by the Bidder.
- i. Peak load requirements should be taken care of, in terms of both hardware and software suggested such that these can support the initial and incremental solution requirements for the contract period.
- j. Bidder needs to provide the details separately in their respective sections as per the format given in Appendix 2: Commercial bill of material (CSP sizing sheet) (par of masked commercial bill of material) along with detailed configuration of the proposed Hardware (Test, Dev and Training, Production and DR server) environments.
- k. All hardware (required for interface, staging, Web Server, development and training server, and related hardware components) and system software components required for the project, must be included in the bill of Material of the Bidder. In case, Bidder fails to do so, and the project demands additional components at a later stage, then Bidder will have to provide additional components at no additional cost to NABFINS.
- l. A detailed information on the solution to address capacity issues should be provided by the Bidder. Bidder should continuously monitor the capability of the solution to handle the load as and when data volume grows.
- m. Bidder must ensure that capacity planning can handle load and volumes till the end of contract period and will also provide additional resources at no additional cost to NABFINS in case the requirements are not met.



- n. Bidder proposed solution should include the requisite OS, DB, Application Server, Middleware etc. licenses required for successful installation, implementation, commissioning, and maintenance of the proposed Core MFI solution for the entire contract duration.
- o. Bidder is required to provision other applications/tools/solutions for configuration management, change management, release and deployment management, application performance monitoring, service level monitoring, infrastructure monitoring, security & access management etc.
- p. Bidder is required to perform regular backup and recovery tests as per NABFINS's backup & retention policy, to ensure that logical segregation and controls are effective.
- q. Bidder to ensure the availability and sharing of the backup copy of data and logs (in the format agreed with NABFINS) to be handed over to NABFINS's team at regular interval (as defined by NABFINS).
- r. The Bidder shall be responsible for recovery of lost data, restoration and repair of damaged data and the correction of data.
- s. The Bidder shall be responsible for restoring the system to an operable state where system downtime is attributable to application software
- t. The Bidder shall be responsible for maintaining and extending support for the proposed solution & tools. This shall include regular back up and fine tuning of the Database and Application as a whole, the Bidder would maintain relevant log for the same. Fine tuning of the operating system so that the uptake and execution of application is faster. The tuning of the file organization so that there is optimal utilization of storage and memory. Bidder shall be responsible for providing / arranging the third-party software / utilities in case of any reported bugs in the operating system, application software and other bidder provided software.
- u. Bidder as a part of approach should clearly indicate the process flow including the encryption methodology.
- v. Bidder is required to ensure that all security controls as laid down by NABFINS in its IS policy and as recommended by NABFINS, and regulatory & statutory body shall be implemented in NABFINS's Cloud environment.
- w. Continuous monitoring mechanism shall be put in place to evaluate the operations of the cloud services subscribed and implementation & effectiveness of security controls in the Cloud Computing environment.
- x. Bidder is required to propose Infrastructure and applications for the following environments:
  - Primary Site (High availability Active passive deployment)
  - Secondary Site (Standalone deployment)
  - Test Environment at Primary site (10% of the production)
  - Training environment at secondary site (10% of the production) {MIS shall be setup on the same which shall be updated on regular basis (as defined by NABFINS) for user to download specific reports}
  - Development Environment at primary site (10% of the production)

These non-production environments should have the same software (same version) and hardware setup as deployed in primary and secondary site environment meeting all RFP specifications.

Necessary services over and above this, such as implementation, management, SLA etc. will be the sole Responsibility of Bidder. NABFINS expects Bidders to optimally size and factor the requirements in compliance with the RFP requirements. However, if at the time of implementation there is a shortfall/non-compliance of any component/hardware/software required for the functioning of Bidder's solutions with respect to the proposed hardware/software, Bidder will be required to provide additional hardware/software at no additional cost to NABFINS.

Responsibility Matrix:

S.No	Activity	Activity Owner
1	HLD and LLD, SRS and other documents	Bidder & OEM
2	Provisioning of cloud and other infrastructure	Bidder/CSP
3	Runtime	Bidder/CSP
4	Middleware	Bidder/CSP
5	Database	Bidder/CSP
6	OS	Bidder/CSP
7	Virtualization solution	Bidder/CSP
8	Providing and maintenance of Compute, Storage, Networking, Network & Platform security, IDAM, Other security solutions	Bidder/CSP
9	Implementation of proposed solutions & tools	OEM
10	Data Migration	OEM
11	Integration of proposed solutions & tools	OEM
12	Training and handholding of hardware installation, housekeeping, and management	Bidder and OEM
13	System Integration Testing and regression testing	OEM
14	Load and performance testing	Bidder/OEM
15	UAT	NABFINS
16	VAPT & IS Audit	NABFINS
17	Data Migration Audit	NABFINS
18	Conformity to the security audit gaps	OEM
19	Conformity / compliance in case of identification of any non-compliance identified by NABFINS during installation.	OEM
20	User Documentation for proposed solutions and cloud infrastructure	Bidder (/OEM)/CSP
21	Management, Maintenance and support of all supplied hardware equipment(s) and software components	Bidder/CSP
22	Periodic patch, script, release etc. update of firmware, Operating System, Application Server, Webserver, Database, software for hardware management etc.	Bidder/OEM/CSP
23	Audit conformity / compliance	Bidder/OEM/CSP
24	SLA report generation and submission	Bidder/CSP

S.No	Activity	Activity Owner
25	SLA dispute identification and resolution	Bidder/CSP/NABFINS
26	Supply, maintenance, management, and support	Bidder

\*Bidder is required to ensure that OEM deployment should be 10% of the overall effort during the O&M phase.

**Security requirements**

The Bidder is required to comply with NABFINS IT, IS, Data policies etc. in key concern areas relevant to the RFP, details of which will be shared with the selected Bidder. Some of the key areas are as under:

- a. Responsibilities for data protection, privacy, availability, and confidentiality.
- b. Responsibilities for application security and availability.
- c. Responsibilities on system and software access control and administration.
- d. Custodial responsibilities for data, software, and other assets of NABFINS being managed by or assigned to the Bidder.
- e. Physical Security of the facilities and access provided to the bidder professionals and other staff member.
- f. Incident response and reporting procedures.
- g. Password Policy of NABFINS.
- h. Data Encryption/Protection requirements of NABFINS.
- i. In general, confidentiality, integrity and availability must be ensured.
- j. Bidder to ensure Data security for data in motion and at rest.
- k. The Bidder shall provide extensive security features at the system and database levels to ensure security and integrity of the Data and the Application Modules.
- l. Bidder to propose requisite tool to ensure encryption (Data at rest, data in transit/motion) and secure transmission of data. Bidder as a part of the technical proposal clearly indicate the security tools and solution proposed including the data encryption tools.
- m. The solution should support industry standard encryptions
- n. The proposed solution should ensure data integrity
- o. Bidder to ensure, configure and implement required tools/application to encrypt data at rest and encrypt data in transit.
- p. Compliance to regulatory and statutory guidelines pertaining to information security, Data requirement and other applicable guidelines
- q. To provide Forensic Investigation as and when required by NABFINS
- r. The bidder is required to submit detailed security features supported by the system along with details and architecture of the security components.
- s. The Bidder shall share detailed information security incident report(s) with the detail of corrective actions taken if such a situation arises. NABFINS reserves the right to visit/audit the proposed CSP sites, CSP primary sites & secondary site, Bidder’s premises and any contractor sites & premises either in person or through nominated representatives. The bidder should ensure that the Personally Identifiable Information (PII) is encrypted / masked, and all such PII should be masked accordingly in-line with access control mechanisms (for vendor teams including Support Engineers L1, L2, L3) as specified by NABFINS.
- t. Security Configuration, Monitoring and Audit
  - The baseline security configuration of Operating System, Database, Web server and all other applications to be done by the bidder, according to the industry best practices and same shall be shared with NABFINS for their review.

- Compliance with security best practices may be monitored by periodic security audits performed by or on behalf of NABFINS. The periodicity of these audits will be decided at the discretion of NABFINS. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audit plans include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.
- To the extent that NABFINS deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford NABFINS's representatives' access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases, and personnel. The Bidder must provide NABFINS access to various monitoring and performance measurement systems (both manual and automated). NABFINS has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Bidder.

## **Other requirements**

### **a) Requirement Analysis**

- i. The bidder must do in-depth study of all business requirements and design and implement a solution taking them into account. The solution should be adaptive and responsive to requirements which may arise in future. The bidder's proposed solution must comply with the functional and technical requirements mentioned in RFP. But the bidder should not limit the requirements to this functional requirement list. NABFINS may add additional functionalities during the requirement gathering stage which has to be customized, parametrized, and implemented by bidder at no additional cost. As a part of requirement gathering the bidder will conduct discovery and ideation sessions with NABFINS users and its appointed consultants to understand the requirements of the solution. While the bidder will refer to the available journeys, they are expected to create their own journeys by leveraging their domain experience and take necessary approvals. Basis the discovery, bidder shall plan, design, develop models, take NABFINS sign-off and submit the deliverables with NABFINS.
- ii. Few of the key activities includes but not limited to the following:
  - a. Requirements elicitation with NABFINS 's business team based on discussions, structured questionnaire, etc.
  - b. Leverage user journeys
  - c. Arriving at detailed requirements specification for Core MFI functionalities and exact data points
- iii. Bidder must coordinate with NABFINS 's vendors of different applications to understand the data structure and field level mapping to extract the data. NABFINS will only facilitate the coordination.
- iv. Systems Specifications Requirement Study: The Bidder will conduct a detailed requirement study to develop a Functional Requirement Specification Manual (FRSM) which would cover all the functionalities which would be offered to NABFINS. The functional requirements will also include all the functional requirements mentioned in Appendix 1A. Additionally, FRSM will also include functionalities which will be required by NABFINS in future. The FRSM will be handed to NABFINS for review and additions. All the additional suggestions given by NABFINS will be added to FRSM by the Bidder.

- v. Bidder will provide all functionalities mentioned in Functional Requirement Specification Manual. The Bidder will implement the proposed solution with all software, hardware, and infrastructure to meet functional requirements of FRSM.

**b) System Design**

- i. The bidder is expected to take up the role of a system integrator and drive overall solution development, customization, parametrization, and implementation of the proposed MFI solution. The Bidder shall manage end-to-end service integrations and associated vendors.
- ii. The Core MFI solution should enable to setup, configure, and customize the base Core MFI solution for digital journeys of NABFINS products and requirements
- iii. Bidder shall design the proposed system based on identified requirements, data flows and methodologies.
- iv. Bidder will be required to create:
  - a. High level system specification with overall architecture covering Technical Architecture including security architecture.
  - b. Low level system specification with interface level details and elaboration of the High-Level Design (HLD) core modules & Test Cases.
  - c. The technical architecture should give complete details of the above process. The architecture should showcase flow of data from various sources to decision makers and the cleansing & transformation of data which happens in the process.
- v. UI/ UX Design for Core MFI solution mentioned in the RFP:
  - a. The Bidder shall design of the user experience, wireframes & prototypes supported by user flows and stories.
  - b. The bidder shall create relevant documentations and seek sign off from NABFINS.
  - c. The bidder shall develop multi-lingual and device agnostic responsive Core MFI, for NABFINS users and partners.
  - d. The solution developed shall be highly responsive, easy to navigate and user friendly.
  - e. Integration with NABFINS identified applications.
- vi. Bidder is required to Study/ analyse, design a secured and dynamic architecture for the proposed solution.
- vii. Overall Solution Delivery, Development, Installation and Configuration, and Vendor Management
- viii. The bidder shall develop the system in scope, basis the design considerations along with exception handling, logging, archiving, monitoring, Definition of business rules to be implemented, writing deployment scripts, interface development, implementation of data exchanges, etc. Implementation of the Solution also includes all the Integrations as defined in scope and the unit testing of modules.
- ix. The bidder shall design, size, implement, maintain & support digital MFI solution on cloud.
- x. The Bidder shall provide open API of the functionalities which are not mentioned in the list of integrations. There should be provision to integrate the API from the front end. Any changes in current API integration should be available from the admin panels.
- xi. The bidder shall perform the role of a system integrator and take full responsibility for end-to-end solution delivery. The Bidder shall design & deliver integrations between systems internal to NABFINS and external systems. The bidder shall ensure flexibility to enrol third party / fintech companies / other bidders for lead capturing / marketing / data validation / any other purpose and ensure the Core MFI solution integrates with NABFINS 's systems on a plug and play model.
- xii. The Bidder is required to integrate the solution with NABFINS existing as well future applications like HRMS. Bidder should also integrate the proposed solution with NABARD portal, NeSL, ERPs etc.
- xiii. The bidder shall integrate with Fintech services viz UIDAI, PAN Validation, ECI, Udhyam, Penny Drop Integration, cKYC, Credit Bureau, Credit score analysis, Account Aggregator, Financial

statement analysis (MSME Loans), E-Signing and e-stamping. – the responsibility for such integrations will lie with the successful bidder.

- xiv. Fintech & partners Integrations: The MFI solution should have the ability to integrate with the fintech services required at various stages of digital journeys. The Bidder shall also provision for integrations of additional fintech services/ other 3rd party services that may be consumed at a later stage. The responsibility for ensuring the end-to-end integration of the proposed solution with FINTECHs & other partners lies with the bidder. Bidder is required to ensure that integration with 3<sup>rd</sup> party solutions, FINTECH and other NABFINS solutions is performed within the RFP defined timelines.

### **Development and Installation**

- i. The Bidder should follow a suitable SDLC methodology waterfall/iterative/Agile/proprietary methodology, etc. as part of Bidder's response.
- ii. The methodology should address development, customization, Managed services, Facilities management services, and hardware/software installation/configuration services.
- iii. The implementation shall be compliant to the Government of India/regulatory/statutory guidelines on storage of PII and Aadhaar information's. The information should be encrypted and masked at the required screen and functionality.
- iv. The overall steps from Initiation to Closure of this engagement must be clearly laid out.
- v. Each of the steps should detail the input, process, and output in each step.
- vi. The details of the usage of tools/templates must be given.
- vii. Deliverables and sign off process for each of the deliverables at various stages should be provided.
- viii. Submission of detailed timeline as part of the response should be in alignment with the Section 'Project Timeline'.
- ix. The Bidder should ensure all process templates as per their CMMI/Quality certification is adhered to and provide to capture and prevent risks and issues.
- x. The implementation of the software includes:
  - Functional requirements specifications/SRS/Detailed requirement gathering study
  - SIT, UAT and other testing's.
  - Live cut-over
  - Customization
  - Configuration
  - Installation
  - Implementation
  - Integration & interfaces
- xi. Activities and functions to be undertaken for installation and implementation of the software should be as per the RFP.
- xii. The sizing and provision of the required IT Infrastructure must be as per the requirement mentioned in the RFP document.
- xiii. If the sizing is found inadequate and causes any performance issues, then the Bidder must provision additional IT Infrastructure & licenses as necessary at no additional cost to NABFINS.
  - a. Documentation
    - Following is the indicative list of documentation that the bidder should prepare, take NABFINS sign-off and submit it as a deliverable:
      - i. Detailed project plan
      - ii. Software requirement specification document (SRS) and other design documents
      - iii. Documentation of technical requirements
      - iv. Documentation of architecture requirements

- v. Mapping of Functionality and specifications document
  - vi. Development of low level and high-level design documents
  - vii. Documentation of testing plan, test cases, test scenarios, test scripts, gaps, bugs, fixes, etc. as a part of quality assurance
  - viii. User training manuals
  - ix. All documentation including technical, operations, like release notes, license terms, user manuals, training manual, technical manual, standard operating procedures, solution architecture and design, system flow document, data dictionary, backup & retention process & approach and other necessary documents etc.
  - x. Statement of Work (SOW), Quality Plan, Test Plan, Requirement traceability Matrix, Design Document, Report Design, Delivery Notes documents, etc.
  - xi. System configuration documents
  - xii. System/debugging/diagnostics documents
  - xiii. Test procedures, strategy, scripts and process.
  - xiv. The Bidder shall also provide the MIS reports as per requirements of NABFINS.
  - xv. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the bidder to NABFINS, free of cost in timely manner.
- b. Training
- i. Bidder will be required to provide Technical, Functional, Operational, User and system level training to NABFINS staff at NABFINS premises in-person / through WebEx/MS Teams, etc. as required by NABFINS during the contract period, as per the below matrix –
    - Functional Training (Batch Qty 2) to 30 NABFINS users (per batch) for 3 days (per batch)
    - Technical training (Qty 1) to 30 NABFINSs users (per batch) for 3 days (per batch)
    - Train the trainer (Qty 2) to 30 NABFINSs users (per batch) for 3 days (per batch)
  - ii. Bidder will be required to provide One Functional Training before the start of SRS/DRG phase. The Other trainings must be provided by bidder after the UAT signoff.
  - iii. For all the new developments, journey configurations, module and other third-party utilities installed, the bidder will train the designated NABFINS technical in all aspects like resource management of application and software to enable them to effectively operate and perform administration of the total system. The bidder is also required to conduct mandatory training for customizations / for the administrators specified by NABFINS without any additional cost. The bidder will also be required to develop training manuals for all kinds of training, take NABFINS's sign-off and submit as a deliverable. The bidder shall follow models for all proposed features and functionalities.
  - iv. Bidder additionally must provide training documents, system/product manual with screenshots of the screens and training videos detailing the process flows for NABFINS B&DC/B&DF/NGOs ETC. to onboard and perform the activities in the proposed solutions. NABFINS may ask bidder to provide additional document if required to elaborate and facilitate users in utilizing/accessing the system.
- c. Training Requirements:

**Bidder's role and responsibilities:**

- i. To train NABFINS employees
- ii. Install the required applications / systems, training server.
- iii. Ensure connectivity to training server, for the purpose of training at training centre's.
- iv. Bear the cost for application, database, and operating system software installation at such training sites.
- v. To make sure that training hardware at the data center should support the minimum concurrency requirement.
- vi. Provide the users with requisite training material in both hard and soft copies
- vii. Impart training to all the necessary users on the proposed Solution as per schedule
- viii. Ensure that only proficient personnel conduct the training
- ix. Training records should be maintained and shared with NABFINS
- x. Bidder shall confirm to follow NABFINS' policy

**Types of Training:**

- i. Core Technical Training
  - ii. Core functional training
  - iii. Train the Trainers
- d. Deployment and Go-Live
- i. The bidder shall deploy the solution in production environment provide hyper-care support and maintenance. The bidder shall observe the user working patterns, provide support, training, and technical help, fix issues/bugs being discovered in this phase and guide the users for best practices–
  - ii. Creation of deployment plan
  - iii. Planning go-live
  - iv. Migration and go-live
  - v. User training
  - vi. Issue/bug fixing
  - vii. Loan products offered by NABFINS can be made live in one-go or can be made live in phased manner. The bidder to provision and implement the solution to ensure both the deployment type.
- e. System recovery
- i. In case of disaster, it is the responsibility of the bidder to ensure that services remain unaffected and same is up and running from secondary site (DR)
  - ii. It is bidder's responsibility to maintain DC – DR patches, updates & upgrades on continuous basis. Bidder to ensure that scheduled / unscheduled DR drills is conducted on regular basis (Quarterly basis or as defined by NABFINS). As part of these exercises, bidder to submit compliance / completion of activity reports at the end of the activity.
  - iii. Bidder is responsible for performing DR drills between the proposed primary (DC) & secondary site (DR). Also, bidder to participate and assist NABFINS in their DR drill (planned & unplanned) and ensure the availability of solution during NABFINS's drills.
    - a. Processes shall be in place to allow for recovery to a disaster recovery hardware platform, and the bidder shall provide Estimates of recovery time.
    - b. Proposed method of recovering the logical state of the production service
    - c. Likely extent of data loss in the event of such recovery being required



- iv. The Bidder shall maintain following documentation and same shall be shared during the starting of the project and every quarter highlighting the updates made in the document with respect to the previous version.
  - a. Disaster Recovery Plan, identifying the operations involved in disaster recovery and the dependencies between these operations.
  - b. Disaster Recovery Procedures, providing step-by-step instructions for the operations identified in the Disaster Recovery Plan
  - c. Disaster Recovery Test Plan, identifying the steps and resources required to carry out a Disaster Recovery test to validate the Disaster Recovery Plan and Procedures
- f. The Bidder shall ensure that each batch job (if any) can, following a failure, be restarted from the point of failure, once the cause of the failure has been removed, without the restart requiring any special parameters having to be issued to the job
- g. Following any failure, it should be possible to return the System to the state following the last committed transaction
- h. The Bidder shall nominate the following points of contact (with the named deputies) and the hours they shall be available to support the fault resolution process during all testing phases at a site
  - i. A named Fault Manager (responsible for the execution of contractor's activities in the fault resolution process).
  - ii. An escalation process (RIGHT UPTO THE CEO) shall be defined to ensure that NABFINS can escalate unresolved faults when necessary.
  - iii. A named administrative contact, responsible for day-to-day communication of fault and general status information
  - iv. A designated telephone number for specific communication of urgent faults and issues
  - v. A single electronic mail address for communication of faults and related information



**i. Resource Requirement**

Key resources: Implementation Phase: Project Manager – Implementation, Microfinance Domain SME, Data & System Architect-Implementation and Project Manager – O&M

S.No	Resource Type	Deployment	Count of Resources	Experience
<b>IMPLEMENTATION PHASE</b>				
1	Project Manager – Implementation	<b>Onsite Full time</b>	1	Should have an overall experience $\geq 10$ years  Experience should include project management of any two Core MFI solution (LOS/LMS/Collection) projects in NBFC-MFIs/NBFCs/BFSI/ Financial Management in India.
2	Microfinance Domain SME	<b>Onsite Full time</b>	2	Should have an overall experience $\geq 10$ years.  Experience should include atleast 2 projects in Microfinance domain (JLG/ SHG etc.) in India.
3	Data & System Architect-Implementation	<b>Onsite Full time</b>	1	Should have an overall experience $\geq 10$ years  Experience should include data architect/solution architect at least 2 projects in India.
<b>O&amp;M Phase</b>				
1	Project Manager – O&M	<b>Onsite Full time</b>	1	Should have an overall experience $\geq 10$ years  Experience should include project management/ O&M of any 2 projects in India.
2	<b>L 1</b>	a. 6 Month Post Go-live b. Post 6 Month	a. 2 resources Onsite (for 6 Months), additional deployment is to be right sized by bidder	<ul style="list-style-type: none"> <li>• Diploma / Engineering Graduate / Science Graduate. If a science graduate is proposed, he/she should have passed with a first division.</li> <li>• Good Communication (written/Oral)</li> <li>• Willing to work in 24X7 environment</li> <li>• Should have at least 2 years of relevant experience in managing solution</li> </ul>



S.No	Resource Type	Deployment	Count of Resources	Experience
			(deployment: onsite or offsite)  b. 1 resource Onsite (post 6 month for the duration of the contract), additional deployment is to be right sized by bidder (deployment: onsite or offsite)	<ul style="list-style-type: none"> <li>Should have worked in 1 similar project as L1 in any MFI/NBFCs/banks/FI</li> </ul>
3	<b>L 2</b>	a. 6 Month Post Go-live  b. Post 6 Month	a. 4 resources fulltime onsite (2 for Application and 2 For CSP Infrastructure)  b. deployment is to be right sized by bidder (deployment: onsite or offsite)	<ul style="list-style-type: none"> <li>Diploma / Engineering Graduate / Science Graduate. If a science graduate is proposed, he/she should have passed with a first division.</li> <li>Good Communication (written/Oral)</li> <li>Willing to work in 24X7 environment</li> <li>Should have at least 5 years of relevant experience in managing similar projects</li> <li>Should have worked in 2 similar project as L2 in any MFI/NBFCs/banks/FI</li> </ul>
4	<b>L 3 (OEM)</b>	Onsite/Offsite	Bidder to right size	Based on the Requirement
5	<b>CSP (Key Personnel Designated for NABFINS)</b>	Onsite/Offsite	Bidder to right size	Based on the requirement

\*The Resources are named resources which shall be deployed on the project and change of resources is not permissible unless explicitly required and shall be as per SLAs and post approval from NABFINS.

In case of replacement, the following transitioning and knowledge transfer period is to be adhered:

Project Manager: 60 days, other key personnel: 45 days and other personnels: 30 days



The Quantity of resources mentioned are minimum, bidder is required to right size and propose the resources to meet the SLAs and scope defined in the RFP.

Bidder must deploy competent resources for the team to perform necessary implementation, maintenance and support as per the requirements of NABFINS. Bidder must deploy adequate resources to ensure that the systems are implemented within timelines, are up & running and customer services are not impacted. To ensure that the SLAs are met, the Bidder if required will need to deploy additional resources during the contract period without any additional cost to NABFINS. NABFINS has the right to interview and reject resources deployed by the Bidder during any stage of the contract, bidder shall make necessary arrangement for replacement within the timelines defined by NABFINS.

**j. Facilities Management**

Bidder should provide qualified and experienced resources to work during the contract period for (but not limited to):

- i. Data administration
- ii. System Administration
- iii. IT Infrastructure (Cloud Infrastructure) administration
- iv. Extraction and development of reports
- v. Support technical and functional queries.
- vi. A technical team, to solve logged issues within SLA period

This facilities management would have to play a critical role in on-going support. All Operation & maintenance resources will be screened by NABFINS authorities positioned on the project. Replacement of a resource under unavoidable circumstances needs to be intimated to NABFINS in advance and the replaced resource should be equally or more qualified and experienced with due handover & KT.

The Bidder is required to provide support and applicable patches as and when released during the contract period. Any observation raised by Regulators/NABFINS/Other Agencies from time to time should be rectified and fixed by the bidder at no additional cost to NABFINS post approval from NABFINS for deploying the same Support & Maintenance

1. Provide post go-live support, includes but not limited to system maintenance & support, system performance monitoring, system tuning, root cause analysis, change release management and day to day support (L1, L2, L3), Solution maintenance, SLA compliance etc.
2. Provide support for the platform upgrades, customizations, configurations and resolving bugs/issues.
3. During the support period, the bidder will have to undertake comprehensive support of the platform and all new versions, releases, and updates for all standard product or specified software to be supplied to NABFINS at no additional cost. The Bidder shall maintain the platform to comply with parameters defined in this RFP.
4. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified software a reloading of software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging, and configuring facility as per the requirements of NABFINS, fine tuning, system monitoring, log maintenance, etc. The services and the deliverables should strictly adhere to the SLAs.

Support would be comprehensive in nature and must have back-to-back support from the OEMs of the tools and CSP.

In the event of system break down or failures at any stage, following shall be specified:

- Diagnostics for identification of product or specified software failures and Root Cause Analysis (RCA)
  - Protection of data/ configuration
  - Recovery/ restart facility
  - Backup of product or specified software / configuration
  - The Bidder shall support the Software Solution, tools, and infrastructure provisioned during the entire contract duration as specified in Scope of work in this RFP.
5. The Bidder will be single point of contact and responsible for all, components, software, etc. The bidder must note that the managed services as a part of facilities management should be available for all environments viz., production, training, development, and test.
  6. During FM period, Bidder will be responsible for:

- a. Overall maintenance and working of the solution.
  - b. Bug fixing and delivery of patches/ version changes effected
  - c. Providing tools for creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Application software, tools, OS, RDBMS, application server software, web server software, interfaces, integrations, customization, reports etc.
  - d. Provision should be available for version control and restoring the old versions if required by NABFINS
7. Enhancement, modifications, customization, patches, updates and upgrades shall be provided during the entire contract period.
  8. Configuration changes, performance monitoring, trouble shooting, patch installation, running of batch processes, database tuning, replacement / support, technical support, application, and data maintenance, taking backup of the database as required, recovery, query generation and management etc. of all software supplied under this RFP document.
  9. Immediate bug fixing should be undertaken in the event of software failure causing an interruption of operation as per the response / resolution times defined by NABFINS. In case of any software /hardware /network failure, the solution should continue to function seamlessly.
  10. All the detected software/hardware errors must be notified and corrected, as per the agreed timelines.
  11. Support NABFINS in integrating any new applications to the proposed applications
  12. Provide BCP/DR procedures and conduct DR drills in conjunction with NABFINS policies/procedures
  13. Routing the transactions through backup system in case the primary system fails Switching to the DR site in case of system failure
  14. Service records and calls to helpdesk must be maintained and tracked for support, which will be reviewed monthly by NABFINS
  15. Coordinating and scheduling maintenance activities with the End User and appropriate support functions of NABFINS/other providers (e.g., network support, facilities support, etc.)
  16. Provide maintenance data, as reasonably requested by NABFINS, to support replacement / refresh scheduling.
  17. Provide a single-point-of-contact to Users (NABFINS, B&DC, B&DF, Other users identified by NABFINS) for the resolution of problems.
  18. Provide support and assistance, as required, to isolate complex network, operational and software problems related to the proposed solutions
  19. Update, or provide the information required for NABFINS to update the asset management with NABFINS
  20. Track and report observed Mean Time Between Failures (MTBF) for Hardware and Software
  21. Release Control
    - All deliveries (full or patch) shall include a release note containing a full list of the contents of the delivery:
    - Versions, file sizes and file modification dates of all components included in the delivery
    - All reported faults which are newly fixed in the delivery, identified by fault reference code and including a brief description of the nature of the fix
    - All change requests which are completed in the delivery, identified by the appropriate reference code, and including a brief description of the means whereby the change is implemented
    - All information required to make any appropriate changes to the tuning and configuration of the production Systems or database such that they continue to meet their specifications
  22. IT Infrastructure Operations – Major Incident Management

- Determining scope of the problem
  - Managing the incident through service restoration
  - Validating severity classification of the problem
  - Facilitating Service Recovery Team meeting
  - Escalating the issue as required
  - Conducting Root Cause Analysis
  - Preparing restoration plans
23. IT Infrastructure Operations – System Operations:
- Monitor Cloud infrastructure
  - Administer and/or execute Service processes and procedures
  - Perform problem determination on systems and components managed by Bidder which include:
    - a. IT Infrastructure, System Software and Network problems
    - b. Evaluate planned changes to IT Infrastructure environment and advise requirements to support such changes
    - c. Monitor status of system processes
    - d. Monitor and respond to system/hardware alerts and events, application alerts and application file system space issues
    - e. Monitor and maintain system error logs
    - f. Perform required batch setup activities (ad hoc requests)
24. Compute Planning
- Configuration Management
  - Performance Management
  - Capacity Management
25. Storage Infrastructure Installation and Maintenance
- File Management
  - Manage non-root application file systems including modifying file system sizes
  - Storage Environment Management including SAN Switch and device configurations Management, and disk storage arrays and tape libraries configuration

*Note: NABFINS will not be liable to pay any additional charges in respect of any sort of maintenance required during the tenure of the contract.*

*The list of activities mentioned below are indicative, bidder is required to perform all the activities not limited to the one mentioned in the RFP for maintenance, management and successfully meeting the terms of the RFP.*

a. Application management:

Task	Activities
Services required	<ol style="list-style-type: none"> <li>1. Installation, configuration, and Un-installation of application</li> <li>2. Processing Change request</li> <li>3. Bug fixing &amp; patch management</li> <li>4. Vulnerability Assessment and management</li> <li>5. Data Migration and Uploading</li> <li>6. Application code migration to new environment</li> <li>7. Incident and problem management</li> </ol>

Task	Activities
	<ul style="list-style-type: none"> <li>8. 24*7 Performance Monitoring &amp; Management of application</li> <li>9. Application Patch management and version control</li> <li>10. Secondary site setup creation and DR management including DR synchronization, DR drill, etc.</li> <li>11. Perform Primary – secondary site drills (DC-DR Drills)</li> <li>12. Managing capacity and augmenting in order to meet the SLAs</li> <li>13. Deploying objects in Application server</li> <li>14. Trouble shooting Application server product related issues and Patch Management</li> <li>15. Configure, start, stop, and manage Server services for all environment and nodes as required.</li> <li>16. Configure and manage HTTP/HTTPS</li> <li>17. Configure and use monitoring tools provided for Application Server</li> <li>18. Backup &amp; restoration management of application server</li> <li>19. Performance management</li> <li>20. Vendor management (Logging a call with product Vendor)</li> <li>21. Version migration, testing and implementation</li> <li>22. File Level Backup of computes</li> <li>23. Portal/content management.</li> <li>24. User management</li> <li>25. Support to known errors and problems</li> <li>26. Monitor web / Application server availability</li> <li>27. Monitor alert notifications, checking for impending problems, triggering appropriate actions.</li> <li>28. Bidder is required to factor in a solution to automate the batch jobs to meet the requirements of the RFP.</li> </ul>

- b. OS/Server/Appliance/Hardware Management categorized under Incident, Problem and Performance Management Services
  - a. Bidder needs to provide below mentioned services but should not limit itself to this list:
    - i. Account administration
    - ii. Performance, Incident and Problem Management
    - iii. Monthly / Fortnightly call analysis
    - iv. Device rights control
    - v. Monitoring service availability, resource usage i.e., CPU, memory, disk space usage, storage bandwidth and utilization, load balancing, service performance,
    - vi. Preparation of Preventive Maintenance calendar, Checklist, Root cause analysis and Capacity report
    - vii. Updating knowledge base, Service pack, patch, and Antivirus definition
    - viii. OS Hardening
    - ix. Troubleshooting system alerts with knowledge base
    - x. Closure of new incidents
    - xi. Primary site /Secondary site failure testing along with NABFINS where the operations will be carried out from secondary site.
    - xii. Liaise with Vendors for escalation.
    - xiii. Audit of administrator accounts and log file archives
    - xiv. Testing of backup tapes for data reliability, patches, and service packs



- xv. Patch Implementation
- xvi. Network reach ability
- xvii. Configuring backup jobs
- xviii. Log analysis and monitoring
- xix. Rotation of Log file
- xx. Restoration Drill
- xxi. Defining Backup Policy, adherence to backup schedule and troubleshooting backup failures
- xxii. Performance Tuning

c. System administration services

Task	Activities
<b>Client account maintenance</b>	<ol style="list-style-type: none"> <li>1. Creating users, groups, user accounts</li> <li>2. Disabling user accounts</li> <li>3. Modifying user accounts, etc. on the system</li> <li>4. Review and approve processes</li> </ol>
<b>File / system / application access management</b>	<ol style="list-style-type: none"> <li>1. Maintaining file and directory permissions on OS</li> <li>2. Application access management like creating user accounts at application level</li> <li>3. Access management should be adaptive, based on browser, location, device, time, holidays, etc.</li> <li>4. Assigning application access</li> <li>5. Setting application passwords, user lockout, etc.</li> </ol>
<b>Security monitoring and investigation</b>	<ol style="list-style-type: none"> <li>1. Monitor physical security</li> <li>2. Assess risks on a particular system OS environment and user needs</li> <li>3. Monitor network security</li> <li>4. Monitor denial of service attacks, bad bugs programmed threats</li> <li>5. Track logins, logouts, command runs</li> <li>6. Perform security audits, etc.</li> </ol>
<b>Performance optimization and reporting</b>	<ol style="list-style-type: none"> <li>1. Process and Memory Management</li> <li>2. Monitoring CPU performance</li> <li>3. Monitoring Memory performance</li> <li>4. Conduct root cause analysis</li> <li>5. Monitoring Input / Output performance</li> <li>6. Monitoring Internet and Ethernet Traffic</li> <li>7. Monitoring Load balancing</li> <li>8. Monitoring Storage bandwidth</li> <li>9. Error detection and correction</li> <li>10. Troubleshooting and client support, etc.</li> </ol>
<b>Backup File Retention</b>	<ol style="list-style-type: none"> <li>1. Creating backup schedule</li> <li>2. Performing backups and restoring files</li> <li>3. Storing backups, Bidder should take backups for the entire period of facility management.</li> </ol>

d. IT Service Desk and Managed Services

Service Desk and Managed Services Levels:

- i. Level 1 Service desk
- ii. Level 2 Service desk
- iii. Level 3 Service desk

**Level 1 (L1) Support:**

- a. Role of L1:
  - i. Serve as IT Service desk front-end for all users
  - ii. Provide services request sorting, information and non-functional information, ticket routing
- b. Problems that L1 would address.
  - i. Business application related issues/queries
  - ii. Queries related to business process, reports generation, presentation layer applications, etc.
  - iii. Enterprise applications (In-Scope), Operating System, Database, Middleware, Application server software, Generic IT Queries, IT Infrastructure queries
  - iv. Other environmental software related to the proposed solution
- c. L1 staff responsibility
  - i. Assessment in case of specific rights assignment
  - ii. Provision for assigning user rights only for certain fixed period
  - iii. Creation or modification of user profiles
  - iv. Periodic user right monitoring (at known frequency) must be specified and implemented
  - v. Categorization of requests into functional clarification, bug or change request
  - vi. Functional clarification/ work around to be provided by Level 1 support itself
  - vii. Logging bug and reporting for further processing
  - viii. Provide telephonic and/ or electronic mechanisms for problem reporting requests and for service and status updates

**Level 2 (L2) Support:**

- a. Role of L2:
  - i. Should cover entire management and support of the proposed solutions and all third-party solutions
  - ii. To act upon the tickets routed from Level 1
  - iii. To address issues/queries related to the applications, i.e., proposed solutions and all proposed infrastructure
  - iv. To assess cause of the issue and accordingly resolve the same within the timelines
  - v. Track problems from initial call to restore to service
- b. L2 staff's responsibility (Bidder needs to provide mentioned services but should not limit itself to this list)
  - i. Troubleshoot any query processing, online processing, or batch processing activity at various levels in the proposed solution
  - ii. Resolve the call within stipulated timeframe as defined in SLA by coordinating with the L1 or L3 teams if required
  - iii. Escalate unresolved calls as per escalation matrix
  - iv. Automatically log in calls during escalation
  - v. Provide the timeframe for providing a solution of resolution of the escalated calls
  - vi. Decide on preventive maintenance schedule with NABFINS
  - vii. Prepare a root cause analysis document with the resolutions provided for major issues such as: Production issues, Problems resulting in complete service disruptions or downtime, Delayed response times, Data /table corruptions, System Performance issues (high utilization levels), etc.
  - viii. Application database and presentation layer support

- ix Support and maintain all interfaces to the proposed solution and other solutions part of this scope document
- x Modifications to existing scripts, reports
- xi Present to NABFINS management on critical issues reported, resolved, solution provided and suggested recommendations or leading practices as and when asked by NABFINS or monthly, whichever is earlier
- xii Perform performance tuning of the applications including database tuning
- xiii Perform the application audit on a half yearly basis
- xiv Rectify any corruption in the software
- xv Ensure patch releases are ported to the production environment with no business disruption or business losses
- xvi Support BCP/DR drills
- xvii Provide application support
- xviii Routing the transactions through the backup system in case the primary system fails
- xix Providing NABFINS with hardware utilization reports (as per the frequency directed by NABFINS) and alerting in case of any performance issues or hardware upgrade requirements
- xx Support for integrating any applications that need to be interfaced with the proposed solution in the future
- xxi The engineers are expected to provide following services: Configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, database tuning, and liaison with respective product owner/OEMs and/or CSP for various support issues, taking periodic backup of the database, query generation, etc.

*Bidder is also expected to offer any other service that is required for the above purposes and is not mentioned in the list.*

### **Level 3 (L3) Support:**

- a. Role of L3
  - i To handle all critical code level changes or issues related to hardware failure
  - ii The support is required for all components that are mentioned in this RFP
- b. L3 staff's responsibility (Bidder needs to provide mentioned services but should not limit itself to this list)
  - i Resolve the call within the stipulated timeframe as defined under the SLA
  - ii Updating status, resolution or workaround and date of resolution and informing NABFINS on the same
  - iii Preparing a root cause analysis document for issues referred to L3 support and provide to NABFINS along with the resolution
  - iv Liaise with L2 support personnel for the call information and resolution
  - v Provide version upgrades and
    - a. Perform version migration as per the version release plan of product owner/ OEM and agreed by NABFINS. It also includes porting of existing customizations
    - b. Provide training to NABFINS's core functional and technical team members on the new version functionalities and technical aspects
    - c. Plan and schedule implementation for the upgrades with NABFINS

Bidder is also expected to offer any other service that is required for the above purposes and is not mentioned in the list.

## Transition & Migration

Transition involves one-time activities required to transfer responsibility for the IT Infrastructure, Solution, Applications, services, including processes, facilities, technology and other knowledge to the bidder. The bidder is required to complete the transition within the timelines defined in Section 6.2: Project Timelines.

The bidder should ensure the smooth transfer of the services so as to continue to meet NABFINS business requirements in a way that minimizes unplanned business interruptions. The bidder will be responsible for planning, preparing and submitting a Transition Plan to NABFINS.

Bidder will identify the suitable personnel for performing the identified activities.

Bidder will have to fully cooperate and work with any and all NABFINS Third Party Contractors/ Vendors/ Consultant in a manner that will result in a seamless transfer of Services including migration of IT Infrastructure, data and all the listed applications and such transfer of Services shall be in accordance with the Transition & Migration Plan.

Data migration is primarily concerned with the transfer of data from the source system to the target system. It is a subset of Implementation. Bidder will be responsible for migration of applications including data from the existing application to the proposed applications. Bidder is required to migrate the master data, operational and transactional data, documents, and any other data/logs from the current system to the proposed system.

The Bidder is responsible for performing the sizing and providing the infrastructure accordingly.

For the purpose of this RFP, Bidders is also required to submit a detailed Migration Approach document as part of the Technical Bid detailing out the following:

- Overall Migration Plan
- Migration Approach for each application, if applicable
- Migration Approach including but not limited to Transaction Data, Profile & Policy data comprising of User Credentials etc.
- Mapping table highlighting the field level mapping of existing as well as new fields. Table and schema level mappings
- Schedule of Migration for each activity/ application
- In case of discrepancy in data, Bidder will provide a dashboard wherein the customer wise confirmation on the required data done by Branches will be reflected.
- Fall back/ roll back plan in case of any Disaster. In case of fall Back/Roll Back required in the event of unsuccessful migration/issues in the migrated application(s), the bidder is required to roll back/fall back to the previously stable version/platform/framework (reverse migration) at no additional cost to NABFINS. If reverse migration is required, Bidder is required to obtain approval/confirmation from NABFINS.
- Dependencies/ Preparation/ Readiness required from NABFINS

Bidder is required to perform the following task, but not limited to:

- Performing data mapping exercise between the existing solutions Vs new Solution
- Providing checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity
- Transform and Load the data into the proposed solutions and related data storages.
- Performing data cleansing and removing data insufficiency while migrating to the proposed applications

## Interfaces & Integration

The interfaces required for the Core MFI solution needs to be sized, designed, developed, tested, installed, implemented, and maintained by the bidder, during the entire contract duration to fully meet the functional, technical, integration and interfacing requirements as mentioned in the RFP.

Bidder should ensure that implemented solution is integrated with all required NABFINS & 3<sup>rd</sup> party applications. Any 3<sup>rd</sup> Party applications/Tech shall be duly tested by bidder, report of the same is to be submitted by bidder, before providing the same to NABFINS.

## Testing

- a. NABFINS proposes to conduct “User Acceptance Testing” (“UAT”) for the Solution for the purpose of ensuring that all the functionalities requested for by NABFINS are available and are functioning accurately. The UAT would be carried out for the Core MFI Solution proposed by the Bidder.
- b. The Bidder will convey to NABFINS that all the implementation, customizations, that are required to “Go Live” are completed and the solution is ready for testing.
- c. NABFINS expects the test environment to be always made available to NABFINS, for the purpose of testing. The Bidder is expected to provide for the requisite test and development infrastructure including hardware, software, operating system, and database for all applications being offered by the bidder. NABFINS expects the bidder to set up the required solutions and provide connectivity to test servers at the desired testing centre of NABFINS for the purpose of testing. NABFINS shall not pay any additional amounts to the Bidder for the purpose of creating the test environment. The Bidder must ensure that all requirements for the test environment like storage, compute environment, etc. for the applications are taken into account. NABFINS plans to use the testing environment throughout the period of the contract.
- d. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them immediately or within the UAT approach and guidelines formulated between the Bidder and NABFINS. The resolution timelines will be completely aligned to the project timeline of this RFP.
- e. The Bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/ enhancements carried out during the implementation/testing phase.
- f. The Bidder will be responsible for providing and updating system & user documentation as per the modifications.
- g. The Bidder is required to bridge the security gaps after taking appropriate approvals and concurrence from NABFINS.
- h. The Bidder/bidder’s appointed agency shall also audit the following, report for the same shall be submitted to NABFINS,:
  - Policies and procedures
    - Review policy / procedures related to the technology function and environment.
  - IT General Controls review
  - Logical Access
    - Review of user management procedures at application, operating system and database levels
    - Review of privileged access rights granted to application and system administrators
    - Review of account and password policy controls
  - Physical and environmental Access Controls
    - Review of the procedures implemented at DC/ server rooms
    - Assess the critical assets for environmental management system

- Change management process and system documentation
  - Review the program change management with respect to policy and procedures.
  - Review the procedures for requesting, development, testing and implementing changes.
  - Review the process for monitoring program Modifications.
  - Review segregation of duties.
- Third party Management
  - Review the process for monitoring and reporting on the achievement of service level performance criteria.
  - Review service level agreements for the maintenance and upkeep of the systems.
- Backup and recovery process
  - Review backup related policies and procedures and compliance thereof.
- Incident Management
  - Review incident management related policies and procedures and compliance thereof.
- Business continuity management
  - Review the business continuity management related policies and procedures and compliance thereof.
- Security Review
  - Security and controls review of operating systems, database and applications.
  - Policies and security review of firewall, servers, routers and desktops

#### **Quality Assurance**

- i. The bidder shall be responsible for testing the system and ensuring that the performance, stability, continuity, reliability, etc. remains intact. The bidder shall prepare test cases and perform thorough testing. The test cases, testing automation scripts, root cause analysis, bug fixes, workarounds/ troubleshooting measures for non-fixable issues and other testing activities related to different types of testing (functional, system performance, load/stress, volume, UI, exception handling, compatibility, etc.) should be documented, signed off and shared with NABFINS. The Bidder shall also define and document the entry and exit criteria for SIT and UAT. It is the sole responsibility of the bidder to fix all the discovered issues during the testing performed. The indicative list of activities includes but not limited to the following:
  - a. Test Preparation
    - i. Design Testing strategy for UT, SIT, load testing and as required by NABFINS
    - ii. Setting up of test environment which consists of IT infrastructure, software, and applications.
    - iii. Preparation of test data for all combinations to be tested
    - iv. Identification of test cases/scripts for which an automated script can be created, if applicable
    - v. Dry run test cases/scripts to verify that test cases are executing properly
    - vi. Finalize test plans / scripts / data
  - b. Test Execution
    - i. Retest of failed test cases / scripts or modified scripts for testing the defect / deviation correction, if applicable
    - ii. Recording, tracking, and reporting all defects/deviations, as well as resolving script and test defects.
    - iii. Test results to be provided in an agreed-upon format that meets the standards and criteria specified by NABFINS

- iv. Final executed test scripts to be provided in a format that meets the standards specified by NABFINS
  - v. Review and/or approval of the test results based on criteria defined in NABFINS standards for executed test scripts
  - vi. Review and/or approval of the test results based on criteria defined in NABFINS standards for executed test scripts
  - vii. Test summary report, including scanned copies of executed test scripts, consisting of screen prints and reports, in a format acceptable to NABFINS
  - viii. Recommendations for the system, i.e., observations of system usability, suggested enhancements, and performance improvement
- c. Unit Testing
- i. Unit testing of all the development, customizations, and configurations
  - ii. Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load, Volume, Stress tests, GUI test, Compatibility tests, Exception Handling tests, Data Migration testing, Maintenance tests, Sanity tests, Installation test, Exploratory/Adhoc tests and other applicable tests
  - iii. Unit testing logs after the final modification to be submitted to NABFINS
  - iv. Independently testing the customer interface for its working and subsequent sign off from NABFINS
  - v. Individual test cases developed after the final modifications have to be shared with NABFINS for necessary approvals & sign-off
  - vi. Documentations for workarounds and troubleshooting measures taken in case of non-fixable bug or issues
  - vii. User usability testing – Usability testing allows bidder to conduct user research with participants in their natural environment to test interaction and identity issue with navigation and layout.
  - viii. Upon successful unit testing, the bidder will proceed to SIT of the designed front end website.

### **System Integration testing**

The Bidder should integrate the software with the Third-party agencies (Regulatory & statutory agencies, FINETCHs & partner Integrations) as per requirement of NABFINS and carry out thorough system integration testing. The vendor should also conduct the functional testing to verify that each function of the software application operates in conformance with the requirement specification.

System integration testing will be followed by user acceptance testing for all applications.

- i. Integration and System testing (SIT)
  - i. The bidder shall test and ensure the performance, stability, reliability, request/response time, compatibility, etc. of all the interfaces between all the applications leveraged for the digital Core MFI eco-system.
  - ii. The bidder shall fix all the discovered issues during the system testing and UAT phase related to the interfaces. The bidder shall perform end-to-end system testing to ensure all the connected applications are appropriately operating.
  - iii. The bidder should integrate the software with the systems of NABFINS, NBFC and 3rd party system
  - iv. The system and integration testing includes Interface/integration tests, Functional tests, Resilience tests, Operational tests, Load, Volume, Stress tests,

- GUI test, Data Migration, Compatibility tests, Exception Handling tests, Maintenance tests, Sanity tests, Installation test, Exploratory/ADHOC tests, etc.
- v. All integrations between Core MFI solution, Email, SMS, FINTECH & other Core MFI solutions should be thoroughly tested.
- vi. The service request / response time for all the respective interfaces should be benched marked, documented, and submitted to NABFINS.
- vii. The Bidder is required to develop test cases, test scripts, provide test plans related to testing of all the interfaces between applications ecosystem.
- viii. Set up and document all test data as described in the test scripts.
- ix. Document steps for which integration of each component shall occur in the project's test plan.
- x. Perform integration testing iteratively with increasingly larger and more complex combinations of components.
- xi. Verify the end-to-end process to work to confirm that fully integrated features behave according to specification.
- xii. Perform negative testing.
- xiii. Document all test results, as well as any deviations that have been discovered.
- xiv. System integration testing will be followed by user acceptance testing, plan for which must be submitted by the Bidder to NABFINS.
- xv. The bidder shall perform Unit testing & System integration testing and submit their reports, findings, issues, etc. to NABFINS.

#### **User Acceptance Testing (UAT)**

- i. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests etc.
- ii. The bidder shall provide necessary information, tools and scripts to NABFINS users and their appointed consultants/vendors.
- iii. The bidder will provide necessary on-site training for the purpose of enabling NABFINS and its appointed vendors.
- iv. The Bidder should carry out the load testing once the solution is deployed and submit the results to NABFINS.
- v. If the load testing results do not comply with NABFINS requirements, the Bidder shall provide and perform the necessary rectifications. The test scenarios should be created, reviewed and verified by bidder and OEM and submitted to NABFINS for review.
- vi. The Load testing have to be performed on the UAT signoff solution (including the customization performed specifically for NABFINS). Any performance bottleneck has to be resolved.
- vii. The bidder will Set-up of regression/automated test software and other tools, be licensed for NABFINS use and the bidder to implement-operate-transfer to NABFINS team.
- viii. The bidder will prepare test cases, testing methodology and testing strategy for all the tests to performed submission to NABFINS for sign-off
- ix. The bidder will Create of test data required by NABFINS to perform User Acceptance Testing (UAT)
- x. Test plans, test cases, and test scripts for user acceptance testing to be provided by bidder
- xi. Documentation of all test results, including any deviations that have been discovered in UAT by the bidder



- xii. During the UAT testing, NABFINS will notify the Bidder at regular intervals the bugs/findings in writing
- xiii. Bidder must fix these bugs, carry out necessary rectifications and deliver patches/version towards changes effected
- xiv. NABFINS shall accept the application software only after the critical or major Bugs are fixed, which are then ready for production Implementation.
- xv. NABFINS may conduct reviews/audit, at its discretion, of the proposed solution and IT infrastructure during the contract period
- xvi. The Bidder during the UAT stage shall submit the requirement traceability matrix and mapping of FRSM with the implemented solution

### **Data testing**

Data testing with the help of automation tool on pre & post migration state of data is part of the scope of the bidder. The bidder will have to report on field level variances, if any.

Based on the contents of the RFP, the bidder will be required to arrive at Test Methodology in consultation with NABFINS, based on a standard which is suitable for NABFINS.

### **Bidder will be responsible for performing the below activities for testing & Audits:**

- a. Development of suitable testing methodology/ testing strategy document
- b. Development of test cases in consultation with NABFINS. The bidder has to provide already prepared test cases to NABFINS (negative & Positive) which NABFINS may approve/ modify before execution.
- c. Development of test calendars.
- d. Development of entry and exit criteria for testing.
- e. Development of detailed test cases in UAT environment.
- f. Train NABFINS's team in test cases development and testing methodology.
- g. Test application software for functionality, operational convenience, security and controls. This will also include positive and negative cases for each type.
- h. Execution of all the test cases.
- i. Record test results against the test cases tested.
- j. The testing should also ensure conformity to:
  - All customized menus and reports are working as per the SRS and BRD document provided by the Bidder.
  - All customized Interfaces are working as per the SRS and BRD document provided by the Bidder.
  - All functionalities are working properly as per the SRS and BRD document provided by the Bidder.
  - Gaps identified.
  - Interface testing with all types of transactions pertaining to that interface.
- k. Point out gaps, errors, bugs during testing.
- l. Document the gaps, errors and bugs observed during testing.
- m. Maintain a track of errors, bugs and customization requests and their resolutions'.
- n. Explain bugs, errors and gaps to NABFINS and application vendors.
- o. Follow up with Application vendor for fix or patch.
- p. Re-test the gaps, errors and bugs after rectification.
- q. Assist in Sign – off on the customization
- r. Assist in Sign – off on user acceptance test.
- s. Submit all documents on methodology, strategy, test cases, test documentation, customization requests, solution etc. to NABFINS.
- t. Conduct unit testing, integration testing of the entire functionality of the solution.

- u. External testing agency and the bidder together will be responsible for end-to-end testing and UAT activities within scheduled timelines.
- v. Testing must include test cases on calculation and application of charges, EOD / BOD, interest application, batch job execution, month end / half year end and yearly EOD / BOD, demand generation response time etc.
  - All testing will be carried out with resources provided by the BIDDER in coordination with NABFINS.
  - Acceptance testing shall broadly cover the testing of functionalities, migrated data (pre and post migration), and all interfaces to verify that the proposed solution conforms to the business & technical requirements and Gap analysis Report, Bandwidth, and response time.
  - Bidder must fix the bugs, carry out necessary rectifications and deliver patches/version towards changes which would be reported by external agency and NABFINS.
  - NABFINS shall accept the application software only after critical or major Bugs are fixed and are ready for production Implementation.

### **Data Migration**

**Data integrity checks:** Pre-migration and post-migration data sets should be compared for data integrity issues.

Data integrity checks should check the following data parameters:

1. Raw data integrity
2. Business rules
3. Log Tables
4. Configuration/ Parameterization table

To ensure that the data in the new migrated environment qualifies the integrity and reliability tests and in case any errors or mistakes are identified, suitable counter measures are taken by Migration team for mitigating their impact.

1. Identify the critical fields to be validated from the field in source system based on the experience of other migrations.
2. Business rules verification.
3. 100% of Configuration/parameterization table should be verified.
4. Bidder appointed agency is expected to verify log tables and highlight various error logs if any, post migration.
5. To provide an assurance that 100% data for critical fields has been properly identified and accurately and completely migrated to relevant data fields in the target system by understanding and validating the migration controls, performing independent verification of Data migrations
6. Review back-up procedure so as to ensure SI will provide assurance of availability of data under conversion ensuring that and not limited to that the data is backed up before migration for future reference or any emergency that may arise out of data migration process.
7. Assessment of reliability of the financial data/ other critical data files
8. Comparison of pre-migration and post-migration data for checking integrity issues.

### **Deliverables of data migration by bidder**

1. Data migration audit strategy.
2. Migration process review report
3. Field wise Exceptions reports (pre & post)
4. Data migration testing along with the scripts, testing status, risk categorization, impact etc.
5. Final compliance report, post migration.

## Other In-Scope Services

### a. Additional software/tools

- i. Application performance monitoring:
  - a. To monitor & manage the application performance, bidder should provide an Application Performance Management solution. APM license should be in the name of the company.
- ii. Aadhaar Data vault:
  - a. Bidder is required to supply, install, customize, integrate, configure, test and implement Aadhaar Vault Solution. According to the Notification and subsequent circulars by UIDAI, It is mandatory for all the AUAs, KUAs and Sub AUA and other entities that are collecting and storing Aadhaar number for specific purposes, have to start using reference keys mapped to Aadhaar numbers through tokenization in all systems.
  - b. It is to be clearly understood by the bidder that the Aadhaar Data vault is to be created and maintained. Aadhaar Data Vault must adhere to the guidelines of UIDAI/ NPCI or any other regulatory body.
  - c. The Aadhaar Vault application admin rights shall be with NABFINS for user creation & user maintenance.
  - d. The Solution shall respond fast enough to allow other systems to complete real time transactions without any noticeable time lag/delay.
  - e. The bidder shall integrate the Aadhaar Data Vault solution with NABFINS system (where Aadhaar is used or will be used in future). These Applications include HRMS & other future applications as & when required.

### b. Escrow

NABFINS and the Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code of any customization done on Commercial off the shelf software products supplied/ procured by the Bidder to NABFINS in order to protect its interests in an eventual situation. NABFINS and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bidder.

In case of insolvency or bankruptcy of the OEM, the source code of the product (licensing product) should be handed over to NABFINS for protecting NABFINS rights.

### c. Exit Plan Management

- a. The scope of work mentioned is illustrative and not exhaustive. Bidder needs to comply with NABFINS requirements and any statutory or regulatory guideline(s).
- b. Bidder to provide Termination/Expiration Assistance regardless of the reason for termination or expiration.
- c. Bidder to comply/adhere to the Exit Plan
- d. Bidder will not make any changes to the Services under the Agreement and continue to provide all Services to comply with the defined Service Levels;
- e. Bidder to perform reverse transition of services to NABFINS's new vendor or NABFINS's officials.
- f. Bidder shall within 30 days of the Signing Date, deliver to NABFINS a plan specifying the Termination/Expiration Assistance including functions and services of Bidder necessary to accomplish the transfer of responsibility of the Services from the Bidder to NABFINS or a Third Party. In the event

of Term Expiration or termination of this Agreement, the plan shall at minimum contain Bidder's detailed plan for Operational and Knowledge Transfer requirements and list of documentations.

- g. The Exit Plan shall be updated by the Bidder on an annual basis in accordance with NABFINS requirements and delivered to NABFINS for its approval on or before the start of each Contract Year.
- h. Knowledge Transfer and Handover of Services
- i. Bidder to provide transfer of knowledge w.r.t. Services
- j. Provide NABFINS's personnel or designated third party personnel training for the Services that are to be transferred.
- k. Bidder shall train NABFINS designated personnel and/or its designee(s) for any process or associated Equipment's, Materials, Systems or tools used in connection to the Services
- l. Provide NABFINS and/or its designee(s) information regarding Services (as necessary) for implementation of the Exit Plan. Bidder to also provide information regarding Services as reasonably necessary to NABFINS or its designee(s) to overtake responsibility for continued performance of Services in an orderly manner so as to minimize disruption in operations.
- m. Provide NABFINS or its designee(s) a complete copy of NABFINS's IP that are in Bidder's possession and Bidder's IP that NABFINS is licensed or otherwise authorized to use.
- n. Explain the change management process, problem management process, Policies and Procedure Manual, reports and other standards and procedures to NABFINS or its designated staff.
- o. Provide technical documentation for Software used by the Service Provider for continued Services
- p. Identify, record and provide release levels of Software and update of records of release levels prior to and/or during transition of Services
- q. Provide assistance to NABFINS or its designated officials for notifying the third-party vendors for procedures to be followed during the transition of Services.
- r. Ensure transfer of Configuration Management Database (CMDB) that contains details of data elements that are used for management of Services. The CMDB must be in a form that can be migrated to a new environment that can manage Configured Items.
- s. Bidder shall provide other technical and process-related assistance, as requested by NABFINS.
- t. The bidder will not be allowed to take NABFINS IP information.
- u. If the Reverse Transition is within the contract period, the successful bidder will be paid as per the support charges agreed in this contract, during the transition period till the completion of reverse transition. If the Reverse Transition occurs outside the contract period, then it will be mutually agreed terms and conditions. The transition out phase and the support required from the Successful bidder shall be communicated to the Successful Bidder before the transition starts. NABFINS shall reserve the right to revise the transition period. During the Transition Period, successful bidder shall at least, but not limited to, provide support in terms of transition of assets and data, training and knowledge transfer and any other type of support during the defined transition period.
- v. Bidder is required to provide the data dictionaries and data in the requested format to NABFINS/NABFINSs identified vendors.

#### **d. Security Management**

- a. User id and login should determine level of access to data e.g. read/view data, print data, write/modify data, delete data etc.
- b. The Solution should be enabled with multi-factor authentication for access and performing the obligations.
- c. The Security of the bidder's (including bidder's OEM, sub-contractor etc.) appointed devices and infrastructure for accessing the NABFINS infrastructure (existing as well newly provisioned). Logs of personnel accessing the NABFINS infrastructure should be captured and modification of the same should not be allowed.

- d. The Solution should be implemented to identify all remote-access devices attached/ connected to the NABFINS systems (existing as well as newly provisioned). Access should be granted based on the role and approved requirements.
- e. The solution should support the following security features:
  - Username and password for accessing the applications and database
  - Access credentials should not be stored on the endpoints
  - Auto blocking/locking of applications access upon reaching maximum number of tries. The maximum number of incorrect tries should be defined by NABFINS
- f. Termination of session and log off after lapse of configurable time period.
- g. The solution should support of the following transaction level security:
  - End-to-End encryption of data transmission (symmetric or asymmetric)
  - The solution should support multiple authentication based NABFINS's preferences
- h. The solution should support the following platform security & reliability:
  - Data stored is encrypted in the platform database.
  - Audit trails and logging features must be available in Web Server, application server and database server
  - Ability to assign specific rights to platform administrators for secure and restricted access
  - Solution should have the ability to support external certifying authority
  - Solution should have secure interfaces to various hosts systems according to prevailing security standards
  - Application access credentials should not be stored locally.
  - Solution should support standard algorithms like AES
  - Solution should have a minimum encryption strength of 256 bit for end-to-end transaction (Standard encryption algorithms like 3DES, AES, PKI scheme, with minimum encryption strength of 256 bit)
  - The predefined pages of the web portal should handle web application security threats like Cross-site scripting, SQL injection flaws, Malicious file execution, Information leakage, Improper error handling, Broken authentication and session management, Insecure Cryptographic storage, Failure to restrict URL access.
  - Platform should have a clear separation of security responsibilities and should be designed for externalized security implementing JAAS (Java Authentication and Authorization Services) for pluggable providers.
  - OWASP Top 10 Compliant
  - Password must be hashed by SHA256 at least and include Salt or using salt supported cryptography
  - All the sensitive data (e.g. passwords), including their backups, to be stored in an encoded or encrypted form in order to not be readable in case of exploitation or other application corruption
  - Sensitive Data Exposure:
    - Sensitive data should be masked when output.
    - Sensitive data should be not stored in source code, config files and logs.
    - Passwords are hashed using Salt.
  - Configurable approval rules setup for NABFINS administrator to perform the actions
  - Regulatory & Statuary
    - The solution should comply with the security principles and practices as stipulated by Statuary and regulatory authorities in India
  - Application

- OS Security check up. Application should have capability to detect if the application is running on a jail-broken / rooted / malware infected device. If detected, it must prevent hackers from accessing the application.
- Blacklisting/Blocking of older versions of the Application on the back end, if there is a security breach.
- Transaction Logs
  - Should maintain detailed transaction logs to enable processing audit trails to be reconstructed in the event of any disputes or errors.
  - The storage and retention period of logs should be parameterized.
  - Security safeguards should also be implemented to protect the information from unauthorized modification or destruction.
  - System should facilitate maintaining a logs.
  - Provision to generate detailed reports, logs, audit trails.

#### **e. DR Setup**

- a. Bidder must ensure that DR setup is ready on the date of Go Live of Core MFI solution.
- b. Bidder should make necessary setup to enable the DR within the agreed timelines.
- c. Bidder should carry out the deployment of the application in DC and DR, Training, UAT as applicable.
- d. To ensure proper rollback, bidder has to ensure that the old setup at all the locations is As –IS as per the agreed timelines during migration strategy formulation.

#### **Training**

- a. Bidder will be required to provide Technical, Functional, Operational, User and system level training to NABFINS staff at NABFINS premises in-person / through WebEx/MS Teams, etc. as required by the NABFINS during the contract period, as per the below matrix –
  - i. Functional Training (Qty 2) to 30 NABFINS users (per batch) for 3days (per batch)
  - ii. Technical training (Qty 1) to 30 NABFINS users (per batch) for 3days (per batch)
  - iii. Train the trainer (Qty 2) to 30 NABFINS users (per batch) for 3days (per batch)
- b. Bidder will be required to provide One Introductory Training before the start of SRS/DRG phase. The Other trainings have to be provided by bidder after the UAT signoff.
- c. Bidder will be responsible for training NABFINS's designated officials in the areas of implementation, operations, management, error handling, system administration, etc. The Training should at least cover the following areas:
  - Functionality available in the solution
  - Customization development
  - Parameterization
  - Data Migration (data mapping, field validations, default values, gaps in data migration, manual data entry programs etc.)
  - Impact analysis
  - Advanced user training
  - Deployment of various products/packages as part of the solution
  - Techniques of generating various MIS/EIS reports from the solution provided
  - Using of all the auditing tools being provided
  - Developing new audit reports/tools using the proposed solution
  - Advanced training on the operating systems, database systems and network systems to be used by the proposed solution

- System and Application administration at branches
  - Log analysis and monitoring
- d. It is the responsibility of the bidder to conduct the training as per the requirement detailed below and as per the training details mentioned Appendix 2: Commercial Bill of Material
- e. Bidder is required to provide the following:
- At the end of each training session, an evaluation test needs to be conducted to ascertain the effectiveness of the training.
  - Training deliverables shall be
    - User Training Plan
    - Training Material (in English)
    - User Manuals including customizations specifically done for NABFINS.
- f. On receipt of each deliverable, NABFINS will review each deliverable within agreed time frame. It is also the responsibility of NABFINS to identify and ensure attendance of appropriate personnel.
- g. Bidder should prepare tests for all participants undergoing any of the trainings.
- h. Bidder will be responsible to install the required applications/systems, training server at required locations for the purpose of training.

## 6.2. Project Timelines

The Selected Bidder shall be responsible for overall implementation and rollout of Core MFI solution required under this RFP and must agree to the time duration specified. If the BIDDER fails to do so within the stipulated time schedule or by the date extended by NABFINS, it will be a breach of contract. In such case, NABFINS would be entitled to charge a penalty as specified in this RFP.

The time period required for the completion of Core MFI Implementation activities is mentioned below:

S.No.	Activity	Start Date	End date
1.	<b>Project Initiation</b> , Detailed Project Plan Submission and sign off	To	To+15 days
2.	<b>Alignment of Cloud Infrastructure</b> for NABFINS at development environment	To	To+45 days
3.	<b>SRS Signoff</b> Current System Study, Gap Analysis, Detailed Requirement Gathering, SRS, design documents etc. and approval from NABFINS	To+15 days	To+60 days
4.	Data Mapping Exercise, Data Migration Strategy Discussion and Approach	To+45 days	To+120 days
5.	Cloud Infrastructure setup for Testing environment	To+60 days	To+90 days
6.	Test / Trial Migration on the test server, minimum of 3 (three) iterations as mentioned in RFP	To+90 days	To+120 days
7.	Data Migration Audit	To+120 days	To+150 days
8.	Customization /Reports / Development	To+60 days	To+150 days
9.	Interfacing with all Applications and SIT	To+90 days	To+150 days
10.	<b>UAT Signoff</b> UAT (including test cases preparation)	To+120 days	To+180 days
11.	<b>Data Migration</b> Audit	To+180 days	To+210 days
12.	Training	To+180 days	To+210 days
13.	VAPT & IS Audit	To+180 days	To+210 days



S.No.	Activity	Start Date	End date
14.	Setup of DC and DR environment including application setup	To+210 days	To+240 days
15.	Go Live Readiness / migration and testing sign off (Application/ Customization/Interface/ Add on module) and MIS Establishment	To+240 days	To+270 days
16.	<b>Go Live</b> , Knowledge Sharing to NABFINS's	To+270 days	To+300 days

\*To refers to the date of execution of the Contract or 15 days from the date of issuance of PO, whichever is earlier.



## 7 Payment Terms

The terms of the contract will be as defined in the Section 8, 9 and 10. The Bidder must accept the payment terms proposed by NABFINS as proposed in this section.

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. All/any payments will be made subject to LD / penalty / compliance of Service Levels defined in the RFP document.

### **Procedure for claiming payments:**

The Bidder's requests for payment shall be made to NABFINS in writing accompanied by Original Invoice detailing the systems, software delivered, installed, and accepted by NABFINS.

The invoices and other documents are to be duly authenticated by Bidder.

On receiving each payment, the Bidder shall submit a stamped receipt for the payment received including TDS. The payment after deducting applicable TDS will be released by NABFINS. All payments will be made only by electronic transfer of funds either by NEFT or RTGS. The Bidder therefore has to furnish NABFINS account number to where the funds have to be transferred to effect payments.

Payments as per the schedule given below will be released only on acceptance of the order and on signing the agreement/contract by the selected bidder and also on submission of performance guarantee through Bank Guarantee as per Annexure provided in the RFP.

\*\*For all applications & infrastructure, Bidder is required to factor in appropriate cost of migration, installation and implementation. Bidder to ensure application support is available for all components of applications & infrastructure. This activity is a part of Implementation, and no additional cost shall be paid by NABFINS over and above the price quoted by the Bidder in the Bill of Material.

**Note:** Successful Completion refers to the sign off from NABFINS

NABFINS shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill or any other component of the bill shall be raised by NABFINS within 15 days from the date of receipt of the invoice, only in exceptional circumstances will NABFINS raise a dispute beyond 15 days. The Bidder is required to provide clarification on the disputes within 15 days of dispute being highlighted by NABFINS. In case of Disagreement/dispute between NABFINS and the bidder exists even after receiving the clarifications such disputed can be dealt as per contract provisions.

Upon settlement of disputes with respect to any disputed invoice(s), NABFINS will make payment within thirty (30) Days of the settlement of such disputes.

All out of pocket expenses, traveling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by NABFINS or any new tax introduced by the government will also be paid by NABFINS. The entire benefits /

advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to NABFINS. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty. NABFINS will not pay any out of pocket expense.

S.No	Deliverable/Item	Stage/Milestones	% of Payment
1	<b>Solution License Cost</b>	Delivery of licenses and submission of invoice with Proof of Delivery and other documents of the supplied solution. NABFINS may at its discretion verify the details before releasing the payment. The Supplied licenses shall be in the name of NABFINS.	75%
2		System Requirement study document including, but not limited to, the Business requirement, technical requirement, architecture requirement, data flow, data security, integration etc. Signoff by NABFINS Documents are to be submitted only by post discussion and post incorporation of NABFINS requirement (in FULL). Delivery shall be considered only of the document version approved by NABFINS.	5%
3		UAT Signoff by NABFINS	10%
4		Go-live of entire solution	10%
5	Cloud Infrastructure Cost	Maintenance cost of Cloud including provisioning & installation cost of Cloud infrastructure at all proposed sites (primary & secondary sits) and environments (including non-production as well)	Quarterly in Arrears, Post Go-live of entire solution
6	<b>Solution Implementation Cost</b> (Solution Implementation cost including the cost of all development, integrations, parametrization, customization, updates, upgrades, training NABFINS & there appointed agents/ officials and other scope requirements)	System Requirement study (SRS) document including, but not limited to, the Business requirement, technical requirement, architecture requirement, data flow, data security, integration etc. Signoff by NABFINS Documents are to be submitted only post discussion and post incorporation of NABFINS requirement (in FULL). Delivery shall be considered only of the document version approved by NABFINS.	25%
7		Data Migration signoff by NABFINS	15%
8		Successful completion of entire UAT Cycle and signoff by NABFINS	30%

S.No	Deliverable/Item	Stage/Milestones	% of Payment
<b>9</b>		Successful Go-live of the proposed applications	20%
<b>10</b>		Stabilization of application meeting the SLAs defined (three months post Go-Live)	10%
<b>11</b>	Operations & Maintenance (O&M) Cost	Payment shall be made quarterly in arrears, SLAs & LDs shall be duly adjusted from the payment. Failure to submit the SLA report by bidder should provide the discretion to hold the O&M Payment for that quarter till the valid justification for the delay is provided.	Quarterly in Arrears
<b>12</b>	Other Cost	Will be paid in arrears on Completion of respective services.	In arrears post completion and acceptance by NABFINS
<b>13</b>	ATS/AMC	AMC/ ATS shall commence on completion of warranty period	Annually in advance

## 8 Terms and Conditions

The following are the general terms and conditions proposed to be included in the Contract. NABFINS reserves the right to add, delete, modify, or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final agreement. The bidder, selected for the project, will have to enter into a contract agreement directly with NABFINS.

The contract agreement will contain various terms and conditions relating to payment, delivery, installation and operationalization, training, commissioning and acceptance, support during periods of warranty and maintenance, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature and information, provided by the bidder for the solution and agreed to by NABFINS, will also form part of the agreement.

The bidder at his own expense will register the contract agreement by paying the appropriate stamp duty. The first page of the contract agreement shall be on a stamp paper of appropriate value.

The original bill/invoice for the services rendered must be furnished along with the prices thereof, per the terms and conditions contained in this document.

Payment shall be made on the actual procurement. The Successful Bidder and the team shall abide by the ISMS framework (ISO 27001:2013 or above) and PCI:DSS of NABFINS which includes Incident Management, Change Management, Capacity Management, Configuration Management etc. Bidder shall be liable for not meeting the security standards or desired cyber aspects of all the Information Communications and Technology (ICT) resources.

### 8.1 Application

For the purpose of the Purchase Agreement as well as for the purpose of the Tender Document, the purchaser is:

The Managing Director,  
NABFINS Limited,  
3072, 14th cross, K R Road,  
Banashankari 2nd Stage  
Bengaluru, Karnataka 560 070

### 8.2 Governing Language

All correspondences and other documents pertaining to the contract shall be in English.

### 8.3 Applicable Law

The Contract shall be governed and interpreted in accordance with laws in India.

### 8.4 Notice

Any notice given by one party to the other pursuant to the contract shall be sent to the other party (per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgment thereof; or by telegram or by telex or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### 8.5 Right to Alter Requirements

The bidder agrees that NABFINS has +/-25% limit on the additions or deletions on the items for the period of the contract. Further the bidder agrees that the prices quoted by the bidder would be adjusted on pro-rata basis with such additions or deletions in quantities.

### 8.6 Contract Agreements

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as part of the contract. The details of the procedure for amendment shall be as specified in the contract.

### 8.7 Use of Contract Documents and Execution

The bidder shall not, without NABFINS's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of NABFINS in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far as may be necessary for the purposes of such performance.

Any document, other than the Contract itself, shall remain the property of NABFINS and all copies thereof shall be returned to NABFINS on termination of the Contract.

The bidder shall not, without NABFINS's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

### 8.8 Indemnity

The bidder shall, at its own cost and expenses, defend and indemnify NABFINS against all third-party claims (subject to notice in writing within 30 days of receipt of claim) arising out of the infringement of Intellectual Property Rights, including patent, trademark, copyright, arising from the performance of the contract that is directly attributable to the bidder in concurrence with the Vendor's Liability.

The bidder, subject to being notified within 30 days of such claims and shall have full rights to defend itself therefrom. Subject to the above, if NABFINS is required to pay compensation to a third-party resulting from such infringement, the Bidder will bear all court awarded damages/ expenses including legal fees, as awarded by the Court.

### 8.9 Cancellation of Contract & Compensation

NABFINS reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 90 days' notice period) and recover expenditure incurred by NABFINS on the following circumstances:

1. The selected bidder commits a material breach of any of the terms and conditions of the contract.
2. The bidder goes into liquidation voluntarily or otherwise.
3. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
4. Termination if progress regarding the execution of contract by the bidder is not as per SLA, Timelines, scope of the RFP or if any material breach of contract.
5. Deduction on account of liquidated damages exceeds 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform as per the SLA, terms, conditions and timelines as mentioned in RFP or delays execution of the contract, NABFINS shall give a 30 days cure

period. Thereafter, if the selected bidder does not perform as per the SLA, terms, conditions and timelines as mentioned in RFP or delays execution of the contract, NABFINS reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which NABFINS incurs to carry out the bidding process and if any escalation of bidding price for the execution of the balance of the contract to be borne by Bidder. However, this cost is capped to 5% of the contract value. This clause is applicable if for any reason the contract or a part of the Contract is cancelled.

NABFINS reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking NABFINS Guarantee, if any, under this contract.

In case of any termination of the contract, the Bidder shall be paid for all the services/ products provided by the Bidder until the date of termination after deducting any penalties, Liquidated damages and/or invoking PBG as the case may be. In the event of termination by NABFINS, the Bidder shall be paid for the following services till the date of termination:

1. Goods delivered
2. Services rendered
3. Unpaid AMCs and ATS

#### **8.10 Earnest Money Deposit**

The bidder shall also be required to submit Earnest Money of INR 50,000/- (Rupees Fifty thousand only) by way of remittance to NABFINS' Account (Account details is given below). The UTR No for this transaction must be indicated in the Bid Document.

#### **NABFINS LIMITED Bank details**

- Account No: 32635856611
- IFSC Code: SBIN0003286
- Branch: SBI Jayanagar II Block branch

The EMD security may be forfeited:

- (a) If a Bidder withdraws its bids during the period of Bid validity
- (b) If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
- (c) fails or refuses to perform, in accordance with the Terms and Conditions of the RFP or Contract;
- (d) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the RFP or Contract;
- (e) In case of successful Bidder, if the Bidder fails to Sign the contract
- (f) In case of any breach of the pre-contract integrity pact.

The selected successful bidder shall be required to enter into an agreement within 15 days from the date of award of the contract. The Earnest Money Deposit shall be refunded on receipt of performance bank guarantee and on signing of the agreement. No interest shall be payable by the company on the Earnest Money Deposit. The EMD of unsuccessful bidders will be returned without any interest whatsoever within 30 days of awarding of the contract.

### 8.11 Performance Bank Guarantee

1. The successful bidder shall at his own expense deposit with the Managing Director, NABFINS Limited, Bengaluru within thirty (30) working days of the date of notice of award of the tender, a Performance Bank Guarantee from a Scheduled Commercial Bank, payable on demand in terms of Annexure Form “12”, for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the bidder. In case of delayed submission of performance bank guarantee, penalty shall be levied at 0.5% of 10% of the contract value per week of delay.
2. Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance security shall be payable to the company as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract. The company shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default. The Performance Bank Guarantee may be discharged upon the company being satisfied that there has been due performance of the obligations of the bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract and shall be discharged and returned to the bidder on successful completion of contract period or successful performance of the contract, whichever is later.
3. The performance security shall be denominated in the currency of the Contract and shall be by way of bank guarantee or another form acceptable to the company.
4. Failure of the successful bidder to comply with the above requirement, or failure of the bidder to enter into a contract within 15 days or within such extended period, as may be specified by the Managing Director, NABFINS Limited, Bengaluru shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender and forfeiture of the EMD.
5. In case, the bidder does not perform under the contract to the full satisfaction of the company during the contract period, the company shall reserve the right to reject the services rendered under the contract in its entirety or partially, as the case may be, and bidder shall be liable to refund the full or proportionate amount, if already paid for the said services etc. In this regard the decision of the company shall be final. The guarantee shall be a continuing guarantee, valid till the expiry of the contract period.
6. Any deficiency or deficiencies observed by NABFINS during the contract period or before, in the performance or quality of the services rendered can separately or collectively be subject to deduction of sums as compensation from the Bank Guarantee deposited with NABFINS. This shall be in addition to other remedies available to it under the contract or otherwise if the selected bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.
7. The Project will be deemed to have completed on submission to and acceptance by NABFINS. No interest will be payable on the Bank Guarantee.

### 8.12 Resolution of Disputes

If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to arbitration. Both Parties may agree upon a single arbitrator or each Party shall appoint one arbitrator and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Bengaluru. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties, provided that each Party shall always be entitled to obtain equitable, injunctive or similar

relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

### 8.13 Delays in Design, Implementation & Bidder's Performance

The bidder must strictly adhere to the implementation schedule, SLA, terms, conditions and timelines, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract or any material breach will enable NABFINS to resort to any or all of the following provided that the bidder is first given a 30 day cure period to remedy the breach/delay:

1. Termination of the purchase agreement fully or partly and claim liquidated damages.
2. Forfeiting of Performance Bank Guarantee/ Invoking Performance Bank Guarantee

However, NABFINS will have the absolute right to charge penalty and/or Liquidated Damages as per the RFP/contract without giving any cure period.

### 8.14 Liquidated Damages

NABFINS will consider the inability of the bidder to deliver services or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that NABFINS may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/services) by the bidder.

Installation & Implementation will be treated as incomplete in one / all the following situations:

1. Non-delivery of any component or other services mentioned in the order
2. Non-delivery of supporting documentation
3. Delivery / availability, but no installation of the components and/or software
4. No integration
5. Non Completion of Transition within suggested timeline
6. System operational, but not as per SLA, Timelines and scope of the RFP

In terms of Delivery of components: NABFINS may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1% of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10% of the overall contract value. Once the maximum is reached, NABFINS may consider termination of the contract.

Similarly for delay in Services, subject to a maximum of 10% of the overall contract value, NABFINS may at its option demand and recover from the Vendor(s) an amount equivalent to 1 (one) percent of the incomplete portion of services for every week of delay or part thereof.

Delay of more than a month in implementation, services, & delivery shall be treated as significant delay and NABFINS may at its option demand and recover from the vendor(s) an amount equivalent to 2 (two) percent of the undelivered portion of the contract value/incomplete portion of services for every week of delay or part thereof.

Further, NABFINS also reserves the right to cancel the order and invoke the Performance Bank Guarantee in case of inordinate delays in the delivery/ installation of the equipment. NABFINS shall provide a cure period of 30 days and thereafter foreclose the performance bank guarantee without any notice. In the event of NABFINS agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition



precedent that the validity of Performance Bank Guarantee shall be extended by further period as required by NABFINS before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event, NABFINS, however, reserves its right to foreclose NABFINS guarantee.

#### **8.15 Force Majeure**

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event explicitly beyond the control of the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include Acts of God or of public enemy, acts of Government of India in their sovereign capacity and war.

If a Force Majeure situation arises, the bidder shall promptly notify NABFINS in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by NABFINS in writing, the bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall promptly notify NABFINS in writing on cessation of Force Majeure.

In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NABFINS and the bidder shall hold discussions in an endeavor to find a solution to the problem. Notwithstanding the above, the decision of NABFINS shall be final and binding on the bidder.

#### **8.16 Audits**

NABFINS can conduct any third party inspection / audit for any phase. The bidder must make all necessary changes as mentioned by the results of these audits. NABFINS will incur the cost of appointment of a third party for audit. The bidder must ensure that the findings of the audit are successfully closed by the bidder within a mutually agreed timeline.

The Successful Bidder(s) shall allow NABFINS, its authorized Personnel, its auditors (internal and external) and/or other statutory authorities, Statutory Authorities shall have unrestricted right to inspect and audit the operations and records directly related to the services. The Cost & Accounting Records will be out of scope for the purpose of audit conducted by NABFINS. If the Successful Bidder(s) is outsourcing any portion of the above activity, it will be the responsibility of the Successful Bidder(s) to ensure that the authorities/officials as mentioned above are allowed access to the places, systems, processes, records (except Cost & Accounting Records) etc. of the activity, for inspection and verification.

The Successful Bidder(s) shall keep complete and accurate records of all the operations in connection with the activities, per prevalent best practices in the industry. All books, records (except Cost & Accounting Records) and information relevant to the services shall be preserved in isolation and be presented to NABFINS or its designees for inspection as and when demanded.

The Successful Bidder(s) should recognize the right of regulator & statutory authority to conduct an inspection on Successful Bidder(s) / service provider and its books and accounts by designated person(s). One week’s of prior intimation shall be shared with the bidder, regarding the audit so as to notify bidder any potential conflict of interest.

#### **8.17 Prices**

The prices shall be quoted in Indian Rupees (INR) only up to 2 decimal places and shall not have any effect from variations / fluctuations of any other currency.

The price charged by the bidder for the services performed to fulfil the scope of this RFP shall not vary from the contracted prices and shall remain valid for the contract period.

No adjustment of the contract price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Purchaser to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract.

The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by NABFINS or any new tax introduced by the government will also be paid by NABFINS. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to NABFINS. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty. NABFINS will not pay any out of pocket expense.

#### **8.18 Professional Fees/ Charges**

If any of the items / activities as mentioned in the price bid and as mentioned in appendix 2: Commercial bill of material are not taken up by NABFINS during the course of this assignment, NABFINS will not pay the professional fees / charges quoted by the bidder in the Price Bid against such activity / item. NABFINS shall pay the professional fees, only on actual basis, for which services have been availed in the contract period.

#### **8.19 Non-negotiability on RFP**

NABFINS is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. NABFINS always will benchmark the performance of the bidder to the RFP documents circulated to the bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make the same available at no extra costs to NABFINS, to achieve the desired service levels as well as meet the requirements of these documents.

All terms and conditions, payments schedules, time frame for implementation, and expected service levels per this tender will remain unchanged unless explicitly communicated by NABFINS in writing to the bidder.

The bidders shall adhere to the terms of this RFP and shall not deviate from the same.

#### **8.20 Assignment**

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of NABFINS. However, in case of merger / acquisition / corporate restructuring, the resultant Entity expressly assuming all rights and liabilities under this contract, supported by board resolution, will be accepted by NABFINS.

#### **8.21 Subcontracting**

The bidder shall not subcontract or permit anyone other than its personnels to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of NABFINS unless explicitly asked in the RFP.

However, the bidder must note that the subcontracted personnel including OEM, CSP and any other 3<sup>rd</sup> party personnel shall have the same qualification / skill set as asked for bidder's team deployment in the RFP / subsequent corrigendum document – these will be confirmed through the documentary evidence submitted by the bidder to NABFINS. Compliance to Scope, SLA and terms of the RFP will be the bidder's responsibility. Bidder is contractually liable for the performance and risk management practices of its subcontractors including OEM resources, CSP personnels and other 3<sup>rd</sup> party personnels.

### **8.22 Vendor's Liability**

Notwithstanding anything contained in this RFP, the Vendor's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) shall be at actuals and limited to the overall contract value. The vendor's liability in case of claims against NABFINS resulting from wilful misconduct of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual property rights or breach of confidentiality (excluding liability for personal sensitive data), shall be unlimited.

In no event shall either party be liable to the other for any indirect, incidental or consequential damages or liability, loss of profits or goodwill, revenue, and anticipated savings. Gross Negligence means serious disregard which involves an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Willful Misconduct means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form.

### **8.23 Contract Period**

The contract period will commence from the date of execution of the contract or 15 days from the issuance of PO, whichever is earlier.

Bidder is required to ensure that contract is executed within 15 days of issuance of PO.

The Contract period shall comprise of Implementation period and Support period further extendable for 2 years on annual renewal basis on mutually agreed terms & conditions.

The support period shall be for the period of 60 month from the date of Go-live of Core MFI solution.

NABFINS will enter into an agreement with Successful Bidder for the duration of the project.

### **Escrow**

Bidder is required to sign the Escrow within 3 months of the signing of Contract with NABFINS and escrow period shall be for the entire duration of the contract (Implementation + support period) including the extension, if any

### **8.24 Publicity**

Any publicity by the bidder in which the name of NABFINS is to be used should be done only with the explicit written permission of NABFINS and vice versa.

### **8.25 Privacy of Security Safeguards**

The Successful Bidder shall not publish or disclose in any manner, without NABFINS's prior written consent, the details of any security safeguards designed, developed, or implemented by the Successful.

Bidder under this contract or existing at any NABFINS location. The Successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user

(such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all NABFINS data and sensitive application software. The Successful Bidder shall also ensure that all its employees and associated staff who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without NABFINS's prior written consent, the details of any security safeguards designed, developed, or implemented by the Successful Bidder under this contract.

#### **8.26 Confidentiality**

This document contains information confidential and proprietary to NABFINS. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of NABFINS, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the contract, or legal action against the bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the services effectively. No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of NABFINS. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

#### **8.27 Adherence to Terms & Conditions**

The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

#### **8.28 Execution of Contract, SLA and NDA**

The bidder and NABFINS should execute (a) Contract, which would include all the service and terms and conditions of the services to be extended as detailed herein and as may be prescribed by NABFINS and (b) Non-disclosure Agreement. The bidder should execute the contract, SLA, and NDA within 15 days from the issuance of the purchase order.

#### **8.29 Successful Bidder's Personnel**

The Successful Bidder will agree, acknowledge and covenant that:

1. The personnel to be employed by the successful Bidder for carrying out the Works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the Works;
2. The personnel employed shall have the necessary qualifications and skill-sets as agreed to by NABFINS;
3. The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;
4. In case of services of an existing employee of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice must be given to NABFINS and a replacement of equivalent qualification should be deployed; and
5. NABFINS shall have the right to require the Successful Bidder to remove any of their personnel for misconduct, inefficiency, sexual harassment or reason specified by NABFINS for performance, knowledge or skill of the resource.

#### **8.30 Other Terms & Conditions**

1. The Bidder is prohibited from erasing, purging, revoking, altering or changing any data during the transition period
2. NABFINS reserves the right to:
  - i. Reject any and all responses received in response to the RFP

- ii. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery
- iii. Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at one time
- iv. Extend the time for submission of all proposals
- v. Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- vi. Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- vii. Share the information / clarifications provided in response to the RFP by any bidder, with any other bidder(s) / others, in any form.
- viii. Cancel the RFP at any stage
- ix. Interview the personnel being deployed on the project
- x. Conduct site visits of bidders related to proposed solution and facilities.
- xi. Take presentations on proposed solution of the bidders.

#### **8.31 Substitute of Project Team Members**

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome delay in implementation or is critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of NABFINS by providing other staff of the same level of qualifications and expertise.

#### **8.32 Solicitation of Employees**

Both the parties agree not to hire, solicit, or accept solicitation for their employees directly involved in this contract during the period of the contract and six months thereafter, except as the parties may agree on a case-by-case basis. The parties agree that , neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

#### **8.33 Professionalism**

The bidder should provide professional, objective and impartial advice at all times and hold NABFINS's interests paramount. It should observe the highest standard of ethics while executing the assignment.

#### **8.34 Integrity Pact**

Signing of the IP with NABFINS would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder did not sign the document or refusing to sign shall be disqualified in the bidding process.

The format of the agreement is enclosed in Annexure 15.

#### **8.35 Adherence to Laws and Standards**

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations and subject matters of the contract.

Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable.

NABFINS reserves the right to conduct an audit / ongoing audit of the services provided by the bidder.

#### **8.36 Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with NABFINS, with regard to the obligations under the contract.

Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its Board, authenticated by company Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy to discuss or sign agreements/ contracts with NABFINS. The bidder shall furnish proof of signature identification for above purposes as required by NABFINS.

#### **8.37 Applicable Laws and Jurisdiction**

The Contract with the selected bidder shall be governed in accordance with the laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Bengaluru (with the exclusion of all other Courts).

#### **8.38 Collusive Conduct**

Bidders and their officers, employees, agents and advisers must not engage in any collusion, anti – competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodging of responses.

By submitting a signed proposal, the bidder certifies that:

1. It has arrived at the prices in its proposal without agreement or discussion with any other bidder of this RFP for the purpose of restricting competition.
2. The prices in the proposal have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. No attempt by the bidder to induce any other bidder to submit or not submit a proposal for restricting competition has occurred.

#### **8.39 Unlawful Inducements**

A bidder and its respective officers, employees, agents or advisers must not have violated and must not violate any applicable laws regarding the offering of inducements in connection with the preparation of their response. Bidders and their representatives must not directly or indirectly attempt to unduly influence the outcome of the RFP process.

#### **8.40 Conflict of Interest**

The bidder shall disclose to NABFINS in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

#### **8.41 Exit Management**

The bidder shall promptly on the commencement of the exit management period supply to NABFINS or its nominated vendors the following:

1. Information relating to the current services rendered

## 2. Documentation relating to Intellectual Property Rights

The bidder shall provide uninterrupted services on existing terms till an alternate solution is available. Before the expiry of the exit management period, the current vendor shall deliver to NABFINS or its nominated vendor all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof Bidder to adhere the scope of Exit management as mentioned in the RFP.

### **Exit Option**

As and when NABFINS decides to transition out of the successful Bidder's contract to other vendor, Successful Bidder must coordinate for transition of services to new service provider/vendor without causing any disruption of the current services at no extra cost to NABFINS. If the Reverse transition is within the contract period, the successful bidder will be paid as per the support charges agreed in this contract, during the transition period till the completion of reverse transition. If the Reverse transition occurs outside the contract period, then it will be mutually agreed terms agreed terms and conditions. The transition out phase and the support required from the successful bidder shall be communicated to the successful bidder 30 days before the transition starts. NABFINS shall reserve the right to revise the transition period. During the Transition Period, successful bidder shall at least, but not limited to, provide support in terms of transition of assets and data, training and knowledge transfer and any other type of support during the defined transition period required.

At all times during Transition / maintenance / business-as-usual running, selected bidder needs to adhere to NABFINS's required compliances vis-à-vis security, confidentiality, integrity, and availability informed by NABFINS in advance / periodically and also any applicable RBI guidelines on the same in public domain or as informed by RBI / NABFINS.

There shall be no escalation of cost during the transition period.

### **Transfer of Agreements**

On request by NABFINS or its nominated vendor, the current vendor shall effect such assignments, transfers, innovations, licenses and sub-licenses in favour of NABFINS or its nominated vendor, in relation to any equipment lease, maintenance or service provision agreement between existing vendor and nominated vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

NABFINS and its appointed nominees shall have the Right of Access to premises where the assets are hosted or from where services are being provisioned.

#### **8.42 Risk & Title**

The risk, title and ownership of the goods supplied under this contract shall be transferred on to NABFINS on installation & acceptance of goods at NABFINS's site.

#### **8.43 Amalgamation**

If NABFINS undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

#### **8.44 Security**

For all solution(s), application(s), software(s), hardware/ networking component(s) and security component(s) that the bidder provides as part of the requirements of this RFP, the bidder is requested to ensure that adequate controls and governance are implemented. Audit trail and logs of the corresponding solution and/or application and/or software and/or hardware and/or networking components and/or security components must be logged, reported, monitored and made available to NABFINS for further



analysis. The transfer of audit trail and logs, of the in-scope components mentioned above, to NABFINS's Security Operations Center or to NABFINS's custodian, may be fulfilled on real time basis or store & forward basis, as decided by NABFINS.



## **9 General Instructions**

### **9.1 Request for Additional Information**

Recipients/ Bidders are required to direct all communications for any clarification related to this RFP, to the designated NABFINS officials and must communicate the same in writing as per the schedule defined in section 2. All queries relating to the RFP, technical or otherwise, must be in writing only. NABFINS will try to reply, without any obligation in respect thereof, to every reasonable query raised by the Recipients in the manner specified.

However, NABFINS will not answer any communication reaching NABFINS later than the time specified in section 2: Key Information's to receive clarifications.

NABFINS may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidders. All such information and material provided must be taken to form part of the Bidder's response. Bidders should invariably provide details of their email addresses and contact information.

### **9.2 Pre-Bid Meeting**

NABFINS plans to hold a pre-bid meeting as per Schedule mentioned in Section 2 at the address specified in Bid details under introduction note to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered.

Interested Bidders will be allowed to participate in the Pre-Bid meeting. NABFINS will allow a maximum of 2 representatives from each Bidder (including OEM partners) to participate in the pre-bid meeting.

Bidders are requested to send their queries relating to RFP to our office by e-mail, well in advance (latest by Schedule mentioned in Section 2) so that the same could be discussed during the Pre-Bid meeting with interested Bidders.

Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

NABFINS will have the liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

### **9.3 Disqualification**

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

### **9.4 Language of Bid**

The language of the bid response and any communication with NABFINS must be in written English only.

### **9.5 Period of Validity of Bids**

Bids should remain valid for the period of at least six (6) months from the last date for submission of bid prescribed by NABFINS. A bid valid for a shorter period shall be rejected by NABFINS as non-responsive. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission.

## **9.6 Errors and Omissions**

Each Recipient should notify NABFINS of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

## **9.7 Amendment of Bidding Documents**

Any time prior to the last date for bid-submission, NABFINS may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on NABFINS's website. No individual communication would be made in this respect.

## **9.8 Authorization to Bid**

- a. The bid shall be signed by the bidder, or any person duly authorized to bind the bidder to the contract. The signatory shall submit a declaration in Annexure 4: Letter of Authorization, along with authenticated documentary evidence establishing that he/she is empowered to sign the tender documents and bind the bidder. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- b. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign and stamp all pages of the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so.
- c. All pages of the tender documents except brochures, if any, may be signed by the authorized signatory.

In case the principal Bidder authorizes his business partners/ authorize distributors to bid on his behalf, a separate authorization letter with a commitment to fulfill the terms of the RFP should be submitted. Necessary resolutions/authority available should be enclosed.

## **9.9 Bidder's obligation to inform itself**

The bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

## **9.10 Cost borne by the Bidder**

All costs and expenses (whether in terms of time or money) incurred by the bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NABFINS, will be borne entirely and exclusively by the bidder. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract will be borne entirely by the successful bidder.

## **9.11 No Legal Relationship**

No binding legal relationship will exist between any of the bidder and NABFINS until execution of a contractual agreement to the full satisfaction of NABFINS.

## **9.12 Two Bid System**

1. The bidder shall submit his response to the present tender separately in two parts – “The Technical Bid” and “Commercial Bid”. Technical Bid will contain product specifications / response to functional and technical specifications whereas Commercial bid will contain the pricing information as per the Bill of Material given in the RFP. In the first stage, only the Technical Bids shall be opened and evaluated as per the criterion determined by NABFINS. Those bidders satisfying the technical requirements as determined by NABFINS in its absolute discretion shall be short-listed for opening their commercial bid. The bidder is required to submit soft copy of the **technical** bid in a CD/Pendrive.
2. NABFINS reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
3. Bid document should be duly filled and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner.
4. Brochures / leaflets etc. should not be submitted in loose form.
5. All the pages of the submitted Bid Documents should be serially numbered with the Bidder’s seal duly affixed with the Signature and Stamp of the Authorized Signatory on each page.
6. Documentary proof, wherever required, in terms of the RFP shall be enclosed and serially numbered and mapped with the required clauses.

### 9.13 Acceptance to Terms

A Recipient will, by responding to NABFINS’s RFP document, be deemed to have accepted the terms as stated in this RFP document.

### 9.14 Submission to NABFINS

The RFP response documents should be submitted in paper copies - hard bound in sets and each set should contain the following:

#### 1. ENVELOPE – I: Eligibility Criteria:

Separate envelopes with superscriptions as “**Eligibility Criteria**” should be included within the overall Envelope. The Bidder should submit the following:

- a. Earnest Money Deposit/Bid Security (Transaction proof shall be indicated for remittance)
- b. The sheet mentioning compliance/ non-compliance to all the eligibility criteria specifications with remarks and other requirements given in **Annexure:10 Confirmation of Eligibility**
- c. All the proofs required for eligibility criteria as mentioned in **Annexure:10 Confirmation of Eligibility**
- d. **A softcopy of the above along with supporting document in a CD/Pendrive.**

#### 2. ENVELOPE – II: Technical Bid :

The Bidder should submit the following:

- a. Technical Bid
- b. **A softcopy of the above along with supporting document in a CD/Pendrive**

**Technical Bid:** Separate envelopes with superscriptions as “**Technical Bid and Masked Commercial Bid**” should be included within the Envelope II.

- a. Technical Bid
- b. Masked Commercial Bid

The Bidder should submit compliance / non-compliance to all the specifications with remarks and other requirements given in the Bid Document and Scope of Work.

The Technical Bid should be complete in all respects and contain all the information asked for, except commercial prices. The Technical Bid should include all items asked for in bid document. The technical offer **should contain a Masked Bill of Material. The Bidders should note that the technical offer should not contain any price information.** The Technical Offer should be complete and indicate that all products and services asked for are quoted. The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in **Appendix 2-Commercial Bill of Material**) as per price schedule without the prices (please put 'X' mark wherever prices are quoted) along with other bid documents for evaluation purpose. In addition to submitting the hard copies, the Bid Formats dully filled, supporting documents and bid documents should be submitted in CD/Pendrive.

The proposal should be prepared in English in MS Word/Excel format. The softcopy of the bid should be editable.

### **3. ENVELOPE – III: Commercial Bid:**

The Price Bid document should give all relevant price information and should not contradict the Technical Offer in any manner. **Please note that if any envelope is found to contain both technical and commercial bid together, that bid will be rejected summarily. Commercial Bid should be submitted in hardcopy only and no softcopy of commercial bid is required.**

a) Commercial Bid Containing the following at least the following documents.

- Annexure 3- Commercial Compliance Certificate
- Appendix 2- Commercial Bill of Material

The bidders who do not qualify as per eligibility criteria will not be considered for Technical evaluation. The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. NABFINS may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by NABFINS.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.

Paper copies of RFP response as mentioned above along with the Earnest Money Deposit & one electronic copy (in standard readable format on CD/PenDrive) of Technical Bid must be submitted to NABFINS at the following address.

The Managing Director,  
NABFINS Limited,  
3072, 14th cross, K R Road  
Banashankari 2nd Stage  
Bengaluru Karnataka 560 070

Any other mode of submission, e.g. by courier, fax, e-mail etc. will not be accepted.

## **9.15 Late Bids**

Any bid received after the due date and time for receipts of bids as prescribed in the Key Information of the RFP will be rejected and returned unopened to the Bidder.

## **9.16 Bid Opening**

1. NABFINS will open only the Eligibility Cum Technical Bids as per the schedule mentioned in this RFP. The Commercial Bid of only technically qualified bidders will be opened on a later date after the technical evaluation. NABFINS will notify the date and time for Commercial Bid Opening to the technically qualified bidders.
2. Alterations in the bids, if any, made by the bidders should be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening of the Bids. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/company's representative authorised by the executive who has signed the bid.

## **10 Evaluation Process**

### **10.1 Objective of the Evaluation Process**

NABFINS will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. NABFINS plans to, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and NABFINS reserves the right for such waivers and NABFINS's decision in the matter will be final.

Each bidder acknowledges and accepts that NABFINS may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a bidder. The bidder unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

NABFINS may call for any clarifications/additional particulars required, if any, on the eligibility/technical/commercial bids submitted. The bidder must submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. NABFINS reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. NABFINS also reserves the right to conduct Reference Site Visits/Reference call at the bidder's/bidder's proposed client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial evaluation.

Through this Request for Proposal, NABFINS aims to select a Bidder/ application provider who would undertake the designing and implementation of the required solution. The Bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The Bidder is expected to commit for the delivery of services with performance levels set out in this RFP with a Service Level Agreement.

### **10.2 Normalization of bids**

NABFINS will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are on the same technical ground. After the normalization process, if NABFINS feels that any of the bids needs to be normalized and that such normalization has a bearing on the commercial bid; NABFINS may at its discretion ask all the technically shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. NABFINS can repeat this normalization process at every stage of technical submission or till NABFINS is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to NABFINS during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

### **10.3 Preliminary Examination of Offers**

1. NABFINS will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

2. NABFINS may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
3. NABFINS will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria. The bids not meeting the Minimum Eligibility Criteria shall not be considered for further evaluation.
4. Prior to technical evaluation, NABFINS will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, NABFINS Guarantee, Eligibility Criteria, will be deemed to be a material deviation.
5. NABFINS's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
6. If a Bid is not responsive, it will be rejected by NABFINS and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **10.4 Eligibility Evaluation Process**

NABFINS shall scrutinize the Eligibility bid submitted by the bidder. A thorough examination of supporting documents to meet each eligibility criteria (Section 5) shall be conducted to determine the Eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

The bidder meeting the General Eligibility Criteria as per Section 5 will be considered for technical evaluation. Any credential/supporting detail mentioned in "Section 5-Eligibility Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled, and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

#### **10.5 Technical Evaluation Process**

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. All technical bids will be evaluated and a technical score would be arrived at.

NABFINS may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by NABFINS.

#### **10.6 Clarification of bids**

To assist in the scrutiny, evaluation, and comparison of offers/bids, NABFINS may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of NABFINS in this regard shall be final, conclusive and binding on the bidder.

The bidder shall notify NABFINS in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. NABFINS reserves rights to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to NABFINS.

### 10.7 Technical Bid Evaluation Criteria

The technical bid submitted by the Bidder will be evaluated only if they fulfill the eligibility criteria. The technical bid evaluation will be done on a total score of 1000 marks. The proposal evaluation will be based on the evaluation matrix consisting of the following parameters.

S. No.	Evaluation Criteria	Maximum Marks
1.	Organization Strength (Turnover, Certification and Geographical Presence)	130
2.	Functional & technical Specifications	150
3.	Relevant Experience	150
4.	Team’s experience	120
5.	Technical presentation & Product demonstration	450
	<b>Total</b>	<b>1000</b>

Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 650 marks or more will be declared technically qualified.

The bidders scoring less than 650 marks (cut-off score) out of 1000 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage. Bidders should score minimum as mentioned in the above table.

In case none of the participating bidders qualify on technical criteria by reaching or exceeding the cut off score of 65%, then NABFINS, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 60%. In case at-least two participants have not scored 60%, then NABFINS reserves the right to cancel and go for retendering process. However, this would be at the sole discretion of NABFINS.

If only one bidder qualifies, NABFINS at its discretion may select bidders with the top two technical scores for commercial evaluation process. NABFINS, at its discretion, may choose to open the commercial bid of the only bidder who qualifies.

The evaluation of technical proposals, among other things, will be based on the following:

S. No.	Technical Evaluation	Evaluation Methodology
<b>1. Organization Strength</b>		
<b>1a</b>	Organization Financial Strength <b>Max Marks – 50</b>	The Bidder should have average annual turnover of atleast INR 50 crore in the past 03 financial years i.e., 2022-23, 2021-22 and 2020-21  <b>Scoring:</b> INR 50 Crores – 25 Marks >INR 50 crores & <= INR 75 Crores – 35 Marks >INR 75 Crores – 50 Marks  Copies of audited balance sheets and P&L statements AND CA Certificate
<b>1b</b>	Certifications <b>Max Marks – 50</b>	Bidder should have atleast 2 out of following certifications: - CMMI Level 3 or above - ISO 9001:2015



S. No.	Technical Evaluation	Evaluation Methodology						
		<ul style="list-style-type: none"> <li>- ISO 20000-1:2018</li> <li>- ISO/IEC 27001:2013</li> </ul> <p><b>Scoring:</b>  Any 2 Certifications – 25 Marks  Any 3 Certifications – 35 Marks  All 4 Certifications – 50 Marks</p> <p>Copy of Certificates to be provided.</p>						
<b>1c</b>	Geographical Presence <b>Max. Marks- 20</b>	The Bidder should have office/ service/support center located in Bengaluru.						
<b>2. Functional and Technical Specifications</b>								
<b>2a</b>	Functional & Technical Specifications <b>Max. Marks- 150</b>	<p><b>Functional Specifications:</b>  The Bidder is required to submit the compliance for Appendix 1A: Functional Specifications.  Bidders should ensure that the product at-least has 60% of the mentioned functionalities as standard features.</p> <p>Marks would be awarded as:</p> <table border="1"> <thead> <tr> <th>Status</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td><b>Standardized Product (S)</b></td> <td>10</td> </tr> <tr> <td><b>Customization (C)</b></td> <td>6</td> </tr> </tbody> </table> <p>The total marks of the Appendix will be scaled down on a scale of <b>150 marks</b></p> <p>Undertaking along with the compliance must be submitted by bidder:</p> <ol style="list-style-type: none"> <li>1. Undertaking from the OEM for the Functional compliance is same as the compliance submitted by bidder.</li> <li>2. Annexure 1: Compliance to the technical requirement duly signed and stamped. <ol style="list-style-type: none"> <li>a. Undertaking from CSP for 100% Technical compliance to Appendix 1B: Technical specification</li> <li>b. Undertaking for bidder for 100% technical compliance to Appendix 1B: Technical specification and compliance to scope of work</li> </ol> </li> </ol>	Status	Marks	<b>Standardized Product (S)</b>	10	<b>Customization (C)</b>	6
Status	Marks							
<b>Standardized Product (S)</b>	10							
<b>Customization (C)</b>	6							
<b>3. Relevant Experience</b>								
<b>3a</b>	Relevant Experience (Clause 1) <b>Max. marks - 50 Marks</b>	All 3 Modules of the proposed solution (covering all 3 modules- LOS, LMS and Collections) should have been implemented/under-implementation in INDIA in last 5 years* in a single client.						

S. No.	Technical Evaluation	Evaluation Methodology
		<p><i>*In case the implementation was performed during the period older than 5 years, but that solution was/ is managed/maintained by the OEM/bidder during the last 5 years than that solution will be considered for evaluation.</i></p> <ul style="list-style-type: none"> <li>i Scoring for Implemented solution:               <ul style="list-style-type: none"> <li>i. Each NBFC-MFI client shall be awarded– 25 marks.</li> <li>ii. Each NBFC/Bank shall be awarded - 20 marks.</li> </ul> </li> <li>ii Under-implementation:               <ul style="list-style-type: none"> <li>i. Each NBFC-MFI Client shall be awarded– 20 marks.</li> <li>ii. Each NBFC/Bank shall be awarded - 15 marks</li> </ul> </li> </ul> <p><b>(Only top 2 Credential shall be considered for the purpose of arriving at the score)</b></p>
<p><b>3b</b></p>	<p>Relevant Experience (Clause 2) <b>Max. marks – 60</b></p>	<p>The Proposed solution* (covering all the 3 modules LOS, LMS and Collections) should have been implemented/under-implementation in INDIA in last 5 years.</p> <p><i>*In case the implementation was performed during the period older than 5 years but that solution was/ is managed/maintained by the OEM/bidder during the last 5 years than that solution will be considered for evaluation.</i></p> <ul style="list-style-type: none"> <li>a) Scoring for Implemented –               <ul style="list-style-type: none"> <li>i. Each client (NBFC-MFI having more than 500 Cr. AUM) - 20 marks.</li> <li>ii. Each Client (NBFCs/bank having more than 500 Cr. AUM)-15 marks</li> </ul> </li> <li>b) Under-implementation-               <ul style="list-style-type: none"> <li>i. Each client (NBFC-MFI having more than 500 Cr. AUM) - 15 marks.</li> <li>ii. Each Client (NBFCs/bank having more than 500 Cr. AUM)-10 marks</li> </ul> </li> </ul> <p>Note:</p> <p>*Bidder can share the credential from multiple clients or from single client for each of the product (LOS, LMS, Collections). In case any of the products (LOS/LMS/Collection) is under-implementation, the credential shall be considered as under-implementation and marks will be given accordingly.</p> <p>Example: Client A – LOS &amp; LMS – Implemented, Client B- Collections-Under Implementation, the combination of Client</p>

S. No.	Technical Evaluation	Evaluation Methodology
		<p>A and Client B shall be considered as 1 credential that is under implementation.</p> <p><b>(Only top 3 Credential shall be considered for the purpose of arriving at the scores)</b></p>
3c	<p>Relevant Experience (Clause 3)</p> <p><b>Max. marks - 50</b></p>	<p>Bidder should have provided services in Microfinance domain (involving JLG/ SHG etc.) with value more than INR 5 cores in India in last 5 years in a single client.</p> <p>Scoring:</p> <ul style="list-style-type: none"> <li>i. 1 project – 30 marks</li> <li>ii. &gt;1 and &lt;=3 projects – 40 marks</li> <li>iii. &gt;3 projects – 50 marks</li> </ul>
<b>4. Team’s Experience (120 marks)</b>		
4a	<p>Project Manager – Implementation</p> <p><b>Max marks – 30</b></p>	<p>a) Overall Experience in Project management in IT implementation project</p> <ul style="list-style-type: none"> <li>&gt;=15 years – 15 marks</li> <li>&gt;=10 years and &lt;15 years – 10 marks</li> <li>&lt;10 years – 0 marks</li> </ul> <p>b) Experience should include project management in Core MFI (LOS/LMS/Collection) implementation projects in NBFC-MFI/ NBFCS/ BFSI/ Financial Management in India.</p> <ul style="list-style-type: none"> <li>&gt;= 4 projects – 15 marks</li> <li>&lt;4 projects and &gt;= 2 projects – 10 marks</li> <li>&lt;2 projects – 0 marks</li> </ul>
4b	<p>Microfinance Domain SME</p> <p><b>Max marks – 30</b></p>	<p>a) Overall Experience in BFSI in India</p> <ul style="list-style-type: none"> <li>&gt;=15 years – 15 marks</li> <li>&gt;=10 years and &lt;15 years – 10 marks</li> <li>&lt;10 years – 0 marks</li> </ul> <p>b) Experience should include multiple projects in Microfinance domain (JLG/ SHG etc.) in India.</p> <ul style="list-style-type: none"> <li>&gt;= 4 projects – 15 marks</li> <li>&lt;4 projects and &gt;= 2 projects – 10 marks</li> <li>&lt;2 projects – 0 marks</li> </ul>
4c	<p>Data &amp; System Architect</p> <p><b>Max marks – 30</b></p>	<p>a) Should have an overall experience as Data architect/ Solution architect:</p> <ul style="list-style-type: none"> <li>&gt;=15 years – 15 marks</li> <li>&gt;=10 years and &lt;15 years – 10 marks</li> <li>&lt;10 years – 0 marks</li> </ul> <p>b) Experience should include data architect/solution architect multiple solutions in India:</p> <ul style="list-style-type: none"> <li>&gt;= 4 projects – 15 marks</li> <li>&lt;4 projects and &gt;= 2 projects – 10 marks</li> <li>&lt;2 projects – 0 marks</li> </ul>

S. No.	Technical Evaluation	Evaluation Methodology
<b>4d</b>	Project Manager O&M <b>Max marks – 30</b>	<p>a) Should have an overall experience in Project Management/ O&amp;M            &gt;=15 years – 15 marks            &gt;=10 years and &lt;15 years – 10 marks            &lt;10 years – 0 marks</p> <p>b) Experience should include project management/ O&amp;M of multiple projects in India.            &gt;= 4 projects – 15 marks            &lt;4 projects and &gt;= 2 projects – 10 marks            &lt;2 projects – 0 marks</p>
<b>5. Technical presentation &amp; Product demonstration</b>		
<b>5a</b>	Technical Presentation <b>Max. Marks- 250</b>	<p>All eligible bidders will be required to make presentations, showcase overall solution proposed. NABFINS will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to NABFINS may result in rejection of the proposal.</p> <p>Only key resources proposed will provide the presentation.</p> <p>Key Agenda (But not limited to):</p> <ol style="list-style-type: none"> <li>1. Bidder’s understanding of NABFINS product and proposed modules alignment with the requirement.</li> <li>2. Implementation approach and Go-live strategy</li> <li>3. Sizing and requirement mapping</li> <li>4. Approach to load testing and OEM recommendations</li> <li>5. Resources deployment plan</li> <li>6. Integration approach</li> <li>7. O&amp;M approach during the support period</li> <li>8. Accelerators to perform the quality and speedy implementation</li> </ol>
<b>5b</b>	Product Demonstration <b>Max. Marks- 200</b>	<p>All eligible bidders will be required to showcase the overall solutions.</p> <p>NABFINS will schedule product demonstration and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled product demonstration to NABFINS may result in rejection of the proposal.</p> <p>However, NABFINS may at its discretion ask for product demonstration of other products, bidder is required to arrange for the same.</p> <p>NABFINS during the invitation shall share the process to be demonstrated in details.</p>

Note: NABFINS at its discretion may conduct client reference visits/calls to verify and check the sanctity/implementation experience of the reference client.

## 10.8 Commercial Evaluation Process

The commercial bid of only those bidders shall be opened who have been technically qualified based on the technical proposal. These technically qualified bidders as per technical evaluation process will participate in commercial evaluation process. NABFINS will notify the date and time for opening the commercial bid to the technically qualified bidders.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Appendix 2-Commercial Bill of Material. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid. NABFINS will determine whether the Commercial Bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

NABFINS will notify the name of the technically eligible bidders for participating in Commercial Bid Evaluation.

### **Commercial bid valuation shall be considered as below in case of any kind of discrepancy:**

- If there is a discrepancy between words and figures, the amount in words shall prevail
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- If there is discrepancy between unit price and total price, the unit price shall prevail
- If there is a discrepancy in the total, the correct total shall be arrived at by NABFINS
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- At the sole discretion and determination of NABFINS, NABFINS may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- NABFINS may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
- All liability related to non-compliance of this Minimum Wages Requirement and any other law will be responsibility of the bidder.
- The Highest Technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by NABFINS.
- The Lowest Commercial Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by NABFINS.
- NABFINS shall not incur any liability to the affected Bidder on account of such rejection.
- The Bidder whose technical and commercial Bid is accepted will be referred to as “Selected Bidder” and NABFINS will notify the same to the Selected Bidder.
- The final decision on the vendor will be taken by NABFINS. The implementation of the project will commence upon successful negotiation of a contract between NABFINS and the selected bidder based on the evaluation.
- If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, NABFINS reserves the right to award the contract to the next most eligible bidder based on the evaluation.
- The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. NABFINS will make similar treatment for 4<sup>th</sup> or subsequent decimal point to finally arrive at two

decimal points only.

### Errors and Omissions

On any issue or area of material concern respecting the RFP not specifically dealt the terms defined in the RFP, the decision of NABFINS shall be final and binding on all concerned.

## 10.9 Final Evaluation – Weighted Techno-Commercial Evaluation

The Proposals will be finally ranked according to their combined Technical Score(s) and Financial Score as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively. ST and SF will be calculated for individual bidders, as per description mentioned in Section 11.7 and 11.8 respectively.

Bidder with the highest Final score shall be considered for award of the Contract.

### For example:

Three vendors namely A, B and C participated in the bid process and their technical score are as under:

$$A=70, B=75, C= 90$$

After converting them into percentile, we get

$$ST \text{ for A} = (70/90) \times 100 = 77.77$$

$$ST \text{ for B} = (75/90) \times 100 = 83.33$$

$$ST \text{ for C} = (90/90) \times 100 = 100$$

The Final prices of the Vendors are as under:

$$A = \text{Rs. } 5000, B = \text{Rs. } 5200, C = \text{Rs. } 10000$$

The final cost (in this case if it is Rs 8000) quoted by the bidders converted into percentile score shall be as under:

$$SF \text{ for A} = (5000/5000) \times 100 = 100$$

$$SF \text{ for B} = (5000/5200) \times 100 = 96.1$$

$$SF \text{ for C} = (5000/10000) \times 100 = 50$$

As the weightage for technical parameter and cost are Tw = 70% and Fw = 30% respectively, the final scores shall be calculated as under:

$$S \text{ for A} = (77.77 \times 0.7) + (100 \times 0.3) = 84.44$$

$$S \text{ for B} = (83.33 \times 0.7) + (96.1 \times 0.3) = 87.13$$

$$S \text{ for C} = (100 \times 0.7) + (50 \times 0.3) = 85.00$$

Hence, the offer of 'B' (being highest score) would be considered and the contract shall be awarded to 'C' at Rs. 5200 being the final price quoted by B.

### Note:

1. NABFINS will at its own discretion decide to either –
  - The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by NABFINS.
2. The Successful bidder shall be the first ranked bidder (having the highest combined score). The final decision on the successful bidder will be taken by NABFINS.

3. If for some reason, the successful bidder fails to execute an agreement within a specified timeline, NABFINS reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope of technical evaluation scores and commercial prices quoted.
4. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.
5. NABFINS will calculate the scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points.

### 10.10 Key Guidelines:

1. Bidder's proposal should strictly conform to the specifications.
2. Proposals not conforming to the specifications will be rejected subject to NABFINS's discretion. Any incomplete or ambiguous terms / conditions / quotes may result in disqualification of the offer at NABFINS's discretion. The Bidder has to offer specific remarks for technical requirements and clearly confirm compliance. Any comments on technical requirements should be clearly informed in Remarks column.
3. Comments on other terms prescribed by NABFINS are to be provided in a separate section in Technical Bid. NABFINS is not bound to evaluate the deviations mentioned at any other section of the bid.
4. For supplementary information a separate sheet should be used.
5. All pages should be numbered (like 1/xxx, 2/xxx where xxx is last page number of Bid document) and signed under the company seal.
6. Technical Bid documents are to be properly hard bound.
7. NABFINS reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any vendor in the final short-list.

### 10.11 Sealing and Marking of Bids

1. The Bidder has to submit 2 copies of the response and a soft copy of the **complete technical Bid and Eligibility Bid** in Microsoft Office / Open Office format on a Compact Disc (CD)/PEN-DRIVE superscribing "**Soft Copy of Technical Bid and Eligibility Bid for Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud**" along with the technical bid. The Bidder will not furnish the softcopy of the commercial bid.
2. The Bidder shall seal the envelopes containing "**Envelope – I: Eligibility Criteria**", "**Envelope – II: Technical Bid**" and "**Envelope – III: Commercial Bid**" separately and the three envelopes shall be enclosed and sealed in a SINGLE OUTER ENVELOPE marked as "**ORIGINAL: Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud -FINAL BID**"
3. The inner and outer envelopes shall:
  - a) be addressed to NABFINS at the address given; and
  - b) bear the following in separate envelopes
    - i. "Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud -**Eligibility Criteria**",
    - ii. "Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud - **Technical Bid**",
    - iii. "Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud - **Commercial Bid**",
  - c) All envelopes should indicate on the cover the name and address of the Bidder.



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





## 11 Additional Instructions for Bidders

### 11.1. General Instructions

#### Nature of Bid

- a) Bids will be permitted only from a single entity.
- b) Consortium bidding is not allowed.

#### Information Ownership

All information processed, stored, or transmitted by successful Bidder equipment belongs to NABFINS. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Any information considered sensitive by NABFINS must be protected by the successful Bidder from unauthorized disclosure, modification, or access. NABFINS's decision will be final.

Types of sensitive information that will be found on NABFINS system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

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

## 12 Service Levels & Penalties

**System availability is defined as:**

$$\{(\text{Scheduled operation time} - \text{system downtime}) / (\text{scheduled operation time})\} * 100\%$$

Where:

“Scheduled operation time” means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.

“System downtime” subject to the SLA, means accumulated time during which the System is not available to NABFINS’s users or customers due to in-scope system or infrastructure failure, and measured from the time NABFINS and/or its customers log a call with Bidder help desk of the failure or the failure is known to Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to NABFINS users and NABFINS customers would also account as “System downtime” for the reason solely attributable to the bidder.

Bidder has to create a helpdesk and bring the tool to capture the ticket online, the incident logging should be done in the system by the helpdesk team

The business hours are 6 AM to 10 PM on any calendar day NABFINS’s branch is operational. Bidder however, recognizes the fact that the branches will require to work beyond the business hours and holidays on need basis. Bidder to ensure bidder and bidder’s appointed agencies are meeting the requirement stated in the RFP as well are available on as per the requirement of NABFINS on any working day (as per NABFINS working days and hours).

Critical and Key infrastructure of primary and secondary Site will be supported on 24x7 basis.

Uptime will be computed based on availability of the application to NABFINS’s users irrespective of availability of server’s (VMs) individual server/clusters. Also, non-compliance with performance parameters for business, network and environmental infrastructure and system / service degradation will be considered for downtime calculation.

### 12.1. Uptime Rules

1. The downtime calculation starts from the time of hardware/ software failure leading to denial of service.
2. The preventive or scheduled maintenance done without affecting the functioning of branches and delivery channels is not considered as downtime.

Bidder should ensure that there are no replication overheads that may hamper the performance of the systems.

The proposed solution must satisfy the performance requirements of the RFP. Service Levels should be complied with irrespective of the customizations that the applications would undergo during the tenor of the Contract.

Typical Resolution time will be applicable if systems are not available to NABFINS’s users and customers and there is a denial of service.

Average Uptime will be computed based on the availability of the applications & IT Infrastructure to NABFINSs users. Also, non-compliance with performance parameters for business and environment infrastructure & system/service degradation to the extent where applications are not available will be considered for downtime calculation.

The average uptime will be computed across all the servers in a cluster rather than on individual servers/clusters.

At primary and secondary, Bidder shall provide onsite assistance within response resolution window.

Bidder is required to monitor and manage all interfaces for the uptime and performance requirement of the interfaces.

The logic for imposition of SLA in the tool(s) will be defined by NABFINS and also, the admin rights will reside with NABFINS.

Bidder to note that the networking & other infrastructure provisions within the CSP premises should not impose any restrictions on the solution's performance and availability during the entire contract duration. It is the responsibility of the bidder to rectify the same at no additional cost to NABFINS.

Any performance issues attributable to the bidder's proposed solution (application, infrastructure and other ancillary component) shall be resolved within the timelines defined in the below table at no additional cost to NABFINS. If any upgrade of application/infrastructure is required same is to be provisioned by bidder at no additional cost to NABFINS.

Typically, resolution time will be applicable if application (any module/functionality), equipment or infrastructure is down.

**Incident shall be considered when the issue has occurred and not from the time it has been reported.**

12.2. Level Classifications

Level	Type of Infrastructure	Function/ Technology	Typical Response & Resolution Time
Critical	<b>Criteria</b>	No user can access the Business and environmental infrastructure system. or; Any problem due to which 100 or more users/ 10 branches or more cannot access the Business systems/Module/functionality. Or Day-end, Month-end, Quarter end, half year end and Annual Closure shall be completed within the defined timelines, any breach of timelines shall be considered as critical level incident. Or Backup and restoration success rate shall be 100% shall be considered as critical level incident. Or	<b>During business hours –</b> Response Time: Within 15 minutes Resolution Time: Within 60 Min  <b>Non - business hours –</b> Response Time: Within 30 minutes Resolution Time: Within 2 hours or earlier. In case Business hours begins then as per business hours

Level	Type of Infrastructure	Function/ Technology	Typical Response & Resolution Time
		<p>Due to customization, if inappropriate logic is applied by bidder resulting malfunctioning in any application/software shall be considered as critical level incident.</p> <p>Or</p> <p>The bidder shall ensure that all modifications, enhancements, customization reported by NABFINS will be duly sized, agreed with NABFINS and resolved as per the agreed timeframes shall be considered as critical level incident.</p> <p>Or</p> <p>Non-adherence to delivery of RCA Reports for issues/gaps/bugs within periodicity defined in the RFP shall be considered as critical incident</p> <p>Or</p> <p>Failure of any of the co-existence hardware/software component due to which the solution is not functioning.</p>	
Key	<b>Criteria</b>	<p>Any problem due to which 10 to 99 users/ 3-9 branches cannot access the Business and environmental systems/Module/functionality.</p> <p>or;</p> <p>Any system performance issues highlighted by NABFINS like slowness/limitation in performing the day-to-day obligations at branches/offices/fields etc. (RCA has to be submitted by bidder within the defined time)</p>	<p>During business hours – Response Time: Within 15 minutes Resolution Time: Within 120 minutes</p> <p>Non-business hours – Response Time: Within 30 minutes Resolution Time: Within 4 hours or earlier. In case Business hours begins then as per business hours</p>

Level	Type of Infrastructure	Function/ Technology	Typical Response & Resolution Time
		<p>Or</p> <p>Any incident which is classified as “Critical” for which an acceptable (by NABFINS) workaround has been provided</p> <p><b>Or</b></p> <p>Latest stable version of Patches/updates /service Pack /bug &amp; defects fixes / firmware /etc. should be applied on the device/server /application as per the patch management process mutually agreed between bidder and NABFINS</p> <p><b>Or</b></p> <p>Service level and other reports (as required by NABFINS) to submitted within 7 days (Report should be system generated with minimal or no human intervention) at the beginning of the month, any failure in submitted shall be considered as an incident.</p>	
Significant	<b>Criteria</b>	<p>All other residuary business infrastructure not defined in “Critical” and “Key” or;</p> <p>Any incident which is classified as “Key” for which an acceptable (by NABFINS) workaround has been provided or;</p> <p>Any problem due to which 1 to 9 users/ 1-2 branches cannot access the systems/Module/functionality.</p> <p>or;</p> <p>Customizations or;</p> <p>Change Management</p>	<p>During business hours –</p> <p>Response Time: Within 30 minutes</p> <p>Resolution Time: Within 6 hours.</p> <p>Customizations-Time period decided by mutual agreement.</p>

**Service Levels**

Service Levels will include Availability measurements and Performance measurements parameters.

Bidder shall provide Availability Report on monthly and quarterly basis and a review shall be conducted based on this report. A monthly report (System generated) shall be provided to NABFINS at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement



for that period. Dashboard shall be provided to NABFINS for monitoring the uptime/availability/utilization/other SLA parameters and downloading the report (on need basis) for the entire contract durations

Performance measurements would be accessed through audits or reports (System generated), as appropriate to be provided by Bidder e.g. utilization reports, response time measurements reports, etc.



12.3. Availability Measurements

Level	Type of Infrastructure	Measurement	Minimum Service Level	Measurement Tools	Penalty
<b>Core Solution (all modules and functionalities)</b>	Business Infrastructure & Systems	Availability of Core MFI solution, System Infrastructure Elements & Systems including Interfaces with other channels/Techs	99.5%	Availability measurement tools	<p>For every 0.1% or part thereof drop in service levels penalty will be 1% of the Quarterly maintenance cost</p> <p>Quarterly Maintenance Cost =            (Cloud Maintenance Cost + ATS + O&amp;M Cost)/(Support Period *4)</p> <p>The Calculation of penalty will happen based monthly performance data as received</p>
<b>Response time of the solution within the datacenter</b>	End to end application response time (including processing, querying and response)	<500 ms	100%	Response time measurement tools	<p>For every 1% or part thereof drop in service levels penalty will be 1% of the Quarterly maintenance cost</p> <p>Quarterly Maintenance Cost =            (Cloud Maintenance Cost + ATS + O&amp;M Cost)/(Support Period *4)</p>



Level	Type of Infrastructure	Measurement	Minimum Service Level	Measurement Tools	Penalty
					The Calculation of penalty will happen based monthly performance data as received

- Each planned downtime for application, database, and operating system servicing (up gradation, bug fixing, patch uploads, housekeeping and regular maintenance etc.) should not be more than 4 hours. This activity will not be carried out during business hours.
- Availability Service Level will be measured on a monthly basis.
- The Bidder’s performance to Availability Service Levels will be assessed against Minimum Service Level requirements on a monthly basis for each criterion mentioned in the Availability measurement table.
- An Availability Service Level Default will occur when: The Bidder fails to meet Minimum Service Levels, as measured monthly, for a particular Service Level.
- Bidder shall ensure that access of the required tools would be provided to NABFINS officials to have a real time view of availability parameters and generate report on need basis without bidder’s intervention. The Report should clearly be mapped/configured with the SLAs as defined in the RFP.

The mechanism for monitoring the SLA would need to be proposed by the System Integrator and agreed by NABFINS.

12.4. Performance Measurements

Performance Measurements will be done monthly or as required by NABFINS.

Type of Infrastructure	Measurement	Minimum Service Level	Measurement Tools	Penalty
<b>Hardware Utilization</b>	The daily peak utilization of CPU RAM, NIC, Hard disk etc. of the specific VMs (at both primary & secondary site) exceeds 75% at any given point of time.	100%	Cloud Service provider utilization monitoring tool	If the count of incidents are less than 3 in a quarter: for every incident, Penalty of 1% of the Quarterly Maintenance Cost. Quarterly Maintenance Cost = (Cloud Maintenance Cost + ATS + O&M Cost)/(Support Period *4)





Type of Measurement	Minimum Service Level	Measurement Tools	Penalty
Infrastructure			<p>If more than 3 times in a quarter: Bidder will be responsible for replacing/augmenting the infrastructure at no additional cost to NABFINS within 2 weeks of exceeding the thresholds.</p> <p>Incase bidder fails to augment the infrastructure within 2 weeks, penalty of 1% of Monthly Maintenance Cost will be levied for every week of delay or part thereof.</p> <p>Monthly Maintenance Cost =  <math>(\text{Cloud Maintenance Cost} + \text{ATS} + \text{O\&amp;M Cost}) / (\text{Support Period} * 12)</math></p>
Storage Utilization	100%	Cloud Service provider utilization monitoring tool	<p>If the count of incidents are less than 3 in a quarter: for every incident, Penalty of 1% of the Quarterly Maintenance Cost.</p> <p>Quarterly Maintenance Cost =  <math>(\text{Cloud Maintenance Cost} + \text{ATS} + \text{O\&amp;M Cost}) / (\text{Support Period} * 4)</math></p> <p>If more than 3 times in a quarter: Bidder will be responsible for replacing/augmenting the infrastructure at no additional cost to NABFINS within 2 weeks of exceeding the thresholds.</p>

Type of Measurement	Minimum Service Level	Measurement Tools	Penalty
<b>Infrastructure</b>			<p>Incase bidder fails to augment the Infrastructure within 2 weeks, penalty of 1% of Monthly Maintenance Cost will be levied for every week of delay or part thereof.</p> <p>Monthly Maintenance Cost =            (Cloud Maintenance Cost + ATS + O&amp;M Cost)/(Support Period *12)</p>
<b>Disaster Recovery Instance Availability</b>	Business operations to resume from Disaster Recovery Site within the defined time as per RTO and RPO RTO-90 Min RPO- 30 Min	100% (Instance Wise)	INR 10,000 for every 10 Minutes of delay above defined RPO and RTO

12.5. Incident Management (Tools from CSP for ticket logging)

Services	Description	Calculation	Periodicity	MSL	Penalty
<b>Incident logging</b>	Bidder shall ensure that all incidents reported by the users / testing team shall be duly logged and assigned to teams with a unique ID for reference purposes. Users shall be informed about the reference ID maximum within 30 minutes from recording the complaint	Manually through various communication channels	Monthly	100%	Penalty of INR 2,500 will be levied for every 30 minutes delay or part thereof



Services	Description	Calculation	Periodicity	MSL	Penalty
<b>Incident resolution within targets</b>	This Service Level measures the number of all category calls/incidents per month that get resolved within the response time & resolution time defined divided by the total number of calls that get logged	Call Tickets per month responded and resolved within the timelines divided by the total number of call tickets per month	Monthly	Critical: 100%	<p><b>Business hours-</b> For every 0.5% drop in service level or part thereof, Penalty shall be 0.5% of the monthly maintenance Cost</p> <p><b>Non-Business Hours</b> For every 1% drop in service level or part thereof, Penalty shall be 0.5% of the monthly maintenance Cost</p>
				Key: 100%	<p><b>Business hours-</b> For every 0.5% drop in service level or part thereof, Penalty shall be 0.25% of the monthly maintenance Cost.</p> <p><b>Non-Business Hours</b> For every 1% drop in service level or part thereof, Penalty shall be 0.25% of the monthly maintenance Cost</p>



Services	Description	Calculation	Periodicity	MSL	Penalty
				Significant: 100%	<p><b>Business hours-</b> For every 1% drop in service level or part thereof, Penalty shall be 0.25% of the monthly maintenance Cost</p> <p><b>Non-Business Hours</b> For every 2% drop in service level or part thereof, Penalty shall be 0.25% of the monthly maintenance Cost</p>

12.6. Management, Reporting and Governance

Service Details	SLA Measurement	SLA	Penalty	Remarks
<b>Key Resources</b>	Any change during the contract period	<b>100%</b>	More than 1 change would lead to penalty of INR 2,00,000 for each default for each key resource	

12.7. Audit (IS & VAPT and other internal/external audit) Gaps

Item	Issue Categorization	Resolution Period	Penalty Amount
<b>Audit Gaps Resolution</b>	Critical	Within 1 Month	8,000 per issue per day post the resolution period till the issue/gap closure date



Item	Issue Categorization	Resolution Period	Penalty Amount
	High	Within 1 Month	8,000 per issue per day post the resolution period till the issue/gap closure date
	Medium	Within 2 Months	5,000 per issue per day post the resolution period till the issue/gap closure date
	Low	Within 3 Months	3,000 per issue per day post the resolution period till the issue/gap closure date

*\*\*Bidder is required to submit the compliance document confirming that the identified gaps have been closed.*

**12.8. Penalties**

For the purpose of this RFP, the total of penalties as per LD & SLA will be subject to a maximum of 10% of the overall contract value.

**12.9. At-Risk Amount**

The monthly At-Risk Amount ('ARA') shall be 15% of the estimated monthly payout of the respective month.



## **13 Annexure & Appendix**

### **13.1 Appendix**

#### **Appendix 1A: Functional Specifications**

The format for Appendix 1A: Functional Specifications is attached separately.



**Appendix 1B: Technical Specifications**

The format for Appendix 1B: Technical Specifications is attached separately.



**Appendix 2: Commercial Bill of Material**

The format for Appendix 2: Commercial Bill of Material is attached separately.





**Appendix 3: Fintech details**

S.No.	Item	Name of Fintech	Type of Integration/services
1	UIDAI		
2	PAN Validation		
3	Election Commission of India		
4	cKYC		
5	Credit Bureau		
6	Credit scoring analysis		
7	e-signing & e-stamping		
8	Penny Drop verification		
9	Account Aggregator- Income Verification		
10	Financial Statement analysis		
11	Udyam		
12	Any other, please specify		
13	Any other, please specify		
14	Any other, please specify		

**NOTE:**

- It would be at the discretion of NABFINS to utilize the services from the above-mentioned 3rd party/ FINTECH or self-appointed 3rd party/FinTech's. NABFINS may bring their 3rd party/FINTECHs, the same is to be implemented and managed by bidder for the entire contract duration.
- No additional cost shall be payable to the bidder to meet the scope, functional & technical requirement mentioned in the RFP.
- The list is indicative, and it is the responsibility of the bidder to provide and factor the extensive list of Fintech/3<sup>rd</sup> party for ensuring automated and STP (straight through journey) processing.



### 13.2. Annexures

#### **Annexure 1: Compliance to Technical requirement and Scope of work requirements**

To,  
The Managing Director,  
NABFINS Limited,  
3072, 14th cross, K R Road,  
Banashankari 2nd Stage  
Bengaluru, Karnataka 560 070

Ref: - RFP for **Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud**

Dear Sir,

This is to confirm that we have submitted a bid and unconditionally accept all (100%) requirements mentioned in Appendix 1B: Technical requirement, Scope of work (Section 6) and payment terms (Section 7) as mentioned in the said RFP including all corrigendum/amendment floated by NABFINS pertaining to **Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud.**

(Signature)  
(Name of Authorized Signatory)  
(Designation)  
(Date)  
Place:  
(Name and address of the bidder)  
(Company Seal)

**Annexure 2: Technical Proposal Format**

Particulars to be provided by the bidder in the technical proposal – RFP Reference no. NABFINS/RFP/0011/2023-24

Sr. No.	Particulars	Response from the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to NABFINS	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of : Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Turnover of the bidder Year 2020–21 Year 2021-22 Year 2022-23 Documentary proofs are to be enclosed	
10	Net Profit (after taxes) of the bidder Year 2020–21 Year 2021-22 Year 2022-23 Documentary proofs are to be enclosed	
11	Net Worth of the bidder Year 2020–21 Year 2021-22 Year 2022-23 Documentary proofs are to be enclosed	
12	Details of the similar assignments executed by the bidder during the last two years (Name of Client, time taken for execution of the assignment and documentary proofs from Client are to be furnished)	Annexure 5 to be filled and details to be provided

**Declaration:**



1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that NABFINS can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if NABFINS observes any misrepresentation of facts on any matter at any stage, NABFINS has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date fixed for bid opening.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that NABFINS will have the right to disqualify us in case of any such deviations.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)



**Annexure 3: Commercial Compliance Certificate**

RFP No: NABFINS/RFP/0011/2023-24

Date:

The Managing Director,  
NABFINS Limited,  
3072, 14th cross, K R Road,  
Banashankari 2nd Stage  
Bengaluru, Karnataka 560 070

Dear Sir,

Having examined the RFP including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the services in conformance to the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this RFP.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted by NABFINS, any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We agree to the Scope, SLAs and other terms mentioned in the Tender document.

We, our CSP and the proposed OEM solution provider are not blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ PSU/ PSE or banks in India.

**Terms & Conditions:**

The fee quoted shall cover components and services on a fixed price basis inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by NABFINS or any new tax introduced by the government will also be paid by NABFINS The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to NABFINS. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. NABFINS will not pay any out of pocket expense.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

*\*\*Note: Vendor will work as per the timings of NABFINS*



**Annexure 4: Letter of Authorization**

The Managing Director,  
NABFINS Limited,  
3072, 14th cross, K R Road,  
Banashankari 2nd Stage  
Bengaluru, Karnataka 560 070

Dear Sir,

Ref: - RFP no. **NABFINS/RFP/0011/2023-24** for Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud

Sub: Letter of Authorization for Submission of Bid vide **Ref. No:** NABFINS/RFP/0011/2023-24

We hereby authorize <Name of the person> (<Designation of the person>) to represent M/s \_\_\_\_\_ on behalf of our firm, having our corporate office at <Address of the firm/corporate office/head office>.

Mr/Ms/Mrs <Name of the person> is also authorized to attend meetings & submit eligibility, technical and commercial information/ clarifications as may be required by you in the course of evaluation of bid.

We also authorize Mr/Ms/Mrs <Name of the person> to make declarations and to submit documents, wherever required, on our behalf. These declarations and submissions are made towards the requirement of submitting our bid vide Tender No. **NABFINS/RFP/0011/2023-24** and any other applicable laws that may be in force.

We further confirm that we are liable for and bound by all acts of commission and omission by the authorized representative. All acts committed by the above authorized representatives shall be treated as if these acts were committed by the firm.

We, hereby confirm that we will honor the Bids placed by Mr. \_\_\_\_\_ on behalf of the company. We agree and understand that the NABFINS may debar us from participating in future tenders for any such failure on our part.

(Signature)  
(Name of Authorized Signatory)  
(Designation)  
(Date)  
Place:

(Name and address of the bidder)  
(Company Seal)

Copy of Board resolution authorizing the person whoever is authorizing the bidder representative should also be submitted along with the letter.

**Annexure 5: Proposed Agency Profile**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Bidder Response</b>
<b>1</b>	Names and designations of the persons authorized to make commitments to NABFINS (including mobile number and email ID)	
<b>2</b>	No. of years of experience of the vendor providing services covered within the RFP	

<b>Sr. No.</b>	<b>Name of Client where the vendor was associated for similar type of services</b>	<b>Duration of association with the vendor</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		

We hereby confirm that the information provided by us is true and to the Best of our Knowledge.

(Signature)  
 (Name of Authorized Signatory)  
 (Designation)  
 (Date)  
 Place:  
 (Name and address of the bidder)  
 (Company Seal)



**Annexure 6: Confirmation of Terms & Conditions**

RFP No: NABFINS/RFP/0011/2023-24

Date:

The Managing Director,  
NABFINS Limited,  
3072, 14th cross, K R Road,  
Banashankari 2nd Stage  
Bengaluru, Karnataka 560 070

Dear Sir,

Sub: Request for Proposal for Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud

Further to our proposal dated \_\_\_\_\_, in response to the Request for **Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud** (hereinafter referred to as “RFP”) issued by NABFINS we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by NABFINS. NABFINS is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and NABFINS’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

This is to confirm that we have submitted a no deviation bid and unconditionally accept all requirements, Payment Terms, Integrity Pact, SLAs and the Terms and Conditions as mentioned in the said RFP including all corrigendum/amendment floated by NABFINS pertaining to **Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud.**

Any assumption or exclusion or Limitation submitted by us in the proposal (anywhere in the proposal) which are contradictory to the RFP stands null and void whether highlighted or not highlighted by NABFINS during the evaluation process.

Yours faithfully,

(Signature)  
(Name of Authorized Signatory)  
(Designation)  
(Date)  
Place:  
(Name and address of the bidder)  
(Company Seal)





**Annexure 7: Tender Offer Cover Letter**

RFP Reference No NABFINS/RFP/0011/2023-24

Date:

The Managing Director,  
NABFINS Limited,  
3072, 14th cross, K R Road,  
Banashankari 2nd Stage  
Bengaluru, Karnataka 560 070

Dear Sir,

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud** to NABFINS as mentioned in RFP document in conformity with the said tender documents, and in accordance with the Commercial bid and made part of this tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared keeping in view, any specific bidder.

If our tender offer is accepted, we shall obtain the guarantee of a bank for a sum equal to 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer for 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by NABFINS any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with NABFINS's written acceptance thereof and NABFINS's notification of award, shall constitute a binding contract between us.

We understand that NABFINS is not bound to accept the lowest or any offer NABFINS may receive. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature: \_\_\_\_\_

In the Capacity of :- \_\_\_\_\_ duly authorized to sign the tender offer  
for and on behalf of

**Annexure 8: Submission Checklist**

The bidder has to ensure that the following have been submitted as a part of the RFP submission process. Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid.

The following files need to be submitted.

**Submission Checklist for Technical and Eligibility Bid**

Document	Submitted (Bidder)
Appendix 1A- Functional Specifications	YES/NO
Appendix 1B- Technical Specifications	YES/NO
Appendix 3: Fintech details	YES/NO

**Formats**

The following Letters and Formats need to be submitted.

Letter / Format	Submitted (Bidder)
Annexure 1: Compliance to the technical requirement	YES/NO
Annexure 2: Technical Proposal Format	YES/NO
Annexure 4: Letter of authorization	YES/NO
Annexure 5: Proposed Agency Profile	YES/NO
Annexure 6: Confirmation of Terms & Condition	YES/NO
Annexure 7: Tender Offer Cover Letter	YES/NO
Annexure 8: Submission Checklist	YES/NO
Annexure 10: Confirmation of Eligibility	YES/NO
Annexure 11 : NDA	YES/NO
Annexure 14: Undertaking for backlining	YES/NO
Annexure 15: Integrity Pact (on Stamp Paper)	YES/NO
Annexure 16: Sizing Adequacy Letter (From Core MFI Solution OEM)	YES/NO
Annexure 17: OEM’s Declaration for Bug Free Software (From Core MFI Solution OEM)	YES/NO
Annexure 19: Land border confirmation	YES/NO
CVs of resources proposed	YES/NO
Technical proposal including implementation plan, data migration approach & plan, resource deployment plan, proposed solutions, Architecture proposed etc.	YES/NO
Appendix 2: <b>Masked</b> Bill of Material (Bill of Quantity)	YES/NO
Appendix 3: Fintech details	YES/NO

**Submission Checklist for Commercial Bid Documents**

The following documents need to be provided by the Bidder for the Commercial Bid in a separately sealed cover.



<b>Commercial Bid Documents</b>	<b>Submitted (Bidder)</b>
Appendix 2: Commercial Bill of Material	YES/NO
Annexure 3: Commercial Compliance Certificate	YES/NO



**Annexure 9: Pre-bid query format**

**Bidder’s request for Clarification - to be submitted before the last date mentioned in the RFP for submitting the pre-bid queries**

If, bidder, desiring to respond to RFP, require any clarifications on the points mentioned in the RFP may communicate with NABFINS using the following format.

All questions received before deadline specified in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, NABFINS may at its discretion, answer all such queries in the Pre-bid meeting.

**Pre Bid Query Format**

Query Reference No	RFP (point number)	Section	RFP Page Number	RFP Excerpt	Query Description/ Clarification sought

Name and signature of authorized person issuing this request for clarification

Signature/Date  
Official designation

1. In case of multiple queries, the contact details need not be repeated and only the details in the pre-bid query format (table provided above) are to be furnished for the subsequent queries.
2. The queries should be submitted in a spreadsheet using the same column headings specified in the table above, preferably in MS Excel file format.
3. Please indicate the preferred method and address for reply.

**Annexure 10: Confirmation of Eligibility**

The bidder must fulfil the criteria mentioned in the table below in order to bid for this RFP:

S.N o.	Eligibility Criteria	Supporting Documents	Compliance	Reference
	<b>Bidder's Experience</b>		<b>YES/NO</b>	<b>Page and Section No.</b>
1.	The bidder should be a company registered in India under the relevant acts, such as the Companies Act 1956/2013, or a partnership registered under the Indian Partnership Act 1932, or a partnership firm registered under the Limited Liability Partnership Act 2008, with its registered office in India	Copy of Certificate of Incorporation/GST Registration and PAN Card		
2.	The Bidder should have been in operation for at least 05 years as on as on date of bid submission.	Copy of Certificate of Incorporation/GST Registration and PAN Card		
3.	The Bidder should have an average annual turnover of INR 50 crore in the past 03 financial years i.e., 2022-23, 2021-22 and 2020-21	Copies of audited balance sheets and P&L statements AND CA Certificate		
4.	The bidder should have a positive net worth for each of the past 03 financial years i.e., 2022-23, 2021-22 and 2020-21	Copies of audited balance sheets and P&L statements AND CA Certificate		
5.	The Bidder should not have been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ any Government Department/ PSU/ PSE/Financial Institution in India.	Self-Declaration on Bidder's Letterhead signed by the authorized signatory: The Undertaking statement is as follows: "We M/s _____ confirms that we have not been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ any Government Department/ PSU/ PSE/Financial Institution in India as on the date of bid submission"		

S.N o.	Eligibility Criteria	Supporting Documents	Compliance	Reference
6.	The bidder should be an OEM of the solution offered or a certified or authorized agent/ reseller/ partner of the solution offered	<p>Self-Undertaking from the bidder (in case bidder is an OEM) Or Manufacturer Authorization form from OEM (Signed by the authorized signatory of OEM) highlighting the following:</p> <ul style="list-style-type: none"> <li>c) OEM Name, Product details, OEM registered Officer</li> <li>d) OEM Authorizing bidder to submit the proposal to NABFINS for its product for the entire contract duration &amp; further extension if granted by NABFINS.</li> </ul> <p>MAF is to be submitted from the following OEMs: Core Microfinance Solution, Finance &amp; accounting solution, Aadhaar Data vault and Application performance monitoring solution</p>		
7.	The bidder should have at least 50 technical (Information Technology) personnel on its payroll.	Self-Declaration on Bidder's Letterhead signed by the authorized signatory.		
8.	OEM has to take responsibility of the entire end to end implementation. OEM has to deploy at least 10% of the resources during the Operations and Maintenance period.	OEM Self-Declaration on its letter head.		

S.N o.	Eligibility Criteria	Supporting Documents	Compliance	Reference
9.	<p>The proposed solution* (LOS, LMS and Collections) should have been successfully implemented (Live solutions) in at least 1 NBFC-MFI (having at least INR 200 Cr. AUM) in India within last 5 years as on the date of bid submission.</p> <p><i>*Bidder can submit credentials from single or multiple clients in INDIA highlighting their experience in each of the proposed solution i.e., LOS, LMS, Collections. In case any of the products (LOS/LMS/Collection) is under-implementation, the credential shall be considered as under-implementation and will not be considered for evaluation.</i></p>	<p>Copy of 'Contract/Purchase order' with confirmation/credential from client on having executed the PO to satisfaction.</p> <p>NBFC-MFI credential letter/Email from Client should indicate the AUM of the client.</p>		
10.	<p>The Proposed Solution (LOS/ LMS/ Collections) should have been implemented on cloud in at least 1 organization (NBFC-MFI /NBFCs/Banks/FIs) in India</p>	<p>Copy of 'Contract/Purchase order' with confirmation/credential from client on having executed the PO to satisfaction.</p>		
11.	<p>The bidder should have experience in Microfinance domain (JLG/ SHG etc.) of more than INR 5 crores contract value in India within last 5 years as on the date of bid submission in single client</p>	<p>Copy of 'Contract/Purchase order' with confirmation/credential from client on having executed the PO to satisfaction.</p>		
12.	<p>The vision of the proposed product and product roadmap for the duration of the contract.</p> <p>The proposed product should have a vision for at least one year post go-live.</p>	<p>Letter from the OEM on OEM's letterhead</p>		
13.	<p>Bidder should have atleast 2 out of following certifications:</p> <ul style="list-style-type: none"> <li>- CMMI Level 3 or above</li> <li>- ISO 9001:2015 or above</li> <li>- ISO 20000-1:2018 or above</li> <li>- ISO/IEC 27001:2013 or above</li> </ul>	<p>Copy of Certificates to be provided.</p>		
14.	<p>Bidder Compliance to land border</p>	<p>Self-Undertaking from bidder (Annexure 22)</p>		
15.	<p>Backlining agreement confirmation</p>	<p>An undertaking from the bidder (Annexure 21)</p>		
<p><b>CSP Experience – Only one CSP should be proposed for all infrastructure related services</b></p>				

S.N o.	Eligibility Criteria	Supporting Documents	Compliance	Reference
1	Undertaking for bidder being an authorized partner of the CSP for this bid	Undertaking from CSP confirming that bidder is an authorized partner of CSP for this bid.		
2.	Data Centers of CSP should be minimum Rated 3 of TIA942 or Tier 3+ of Uptime Institute or any other equivalent certification	Relevant certification valid as on the date of bid submission with self-undertaking from CSP		
3	CSP should be empaneled (2022-23) with the Ministry of Electronics and Information Technology (MeiTY) as on the date of bid submission	Undertaking from CSP and copy of letter of empanelment		
4	The CSP should have experience of provisioning Services on their Cloud for at least 3 clients in India (Private/ PSU/ Central Govt/ State Govt. or any other Organization or agencies) of which 1 should be a PSU/ Central Govt/ State Govt and 1 should be a BFSI during last 5 years as on the date of bid submission	Documentary evidence with relevant copies of Purchase Order/ contract, along with Satisfactory Working Certificates/ Payment Receipt/ Project Signoffs		
5	The Primary Site and secondary site of CSP proposed for the project should be in two different seismic Zone in India.	Undertaking from CSP confirming the following: c. Primary site and secondary site address d. Seismic Zone of each site proposed		

**Note:**

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. NABFINS reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of NABFINS in this regard shall be final, conclusive and binding upon the Bidder.
- In case of business transfer where bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired business may be considered.
- In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, Credentials, etc. may be considered.
- Either the bidder on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the said RFP. In a situation where multiple bids from the same Core MFI solution (OEM Make) are received, all the bids of the same OEM product shall be liable for rejection.

(Signature)





(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)



**Annexure 11: NDA Format**

**(On Rs.200 Non-Judicial stamp paper)**

This Non-Disclosure Agreement made and entered into at..... This .....day of.....20

BY AND BETWEEN

NABFINS LIMITED, a FIRST PARTY incorporated under the Companies Act, 1956 and having its Registered Office at 3072, 14th Cross, K.R. Road, Banashankari 2nd Stage, Bangalore – 560070 represented by Managing Director, (hereinafter referred to as “First party or NABFINS” which expression shall unless excluded by or repugnant to the context or meaning – thereof be deemed to include its successors-in-interest and permitted assigns) of the FIRST PARTY (OTHER PART)

AND

....., a company incorporated under the Companies Act, 1956 having its registered office at ..... (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

The Vendor and NABFINS are hereinafter collectively referred to as “the Parties” and individually as “the Party”

WHEREAS:

1. NABFINS is engaged in the business of providing financial services to its customers and intends to **Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud**
2. In the course of such assignment, it is anticipated that NABFINS or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment ( hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of NABFINS. The Vendor undertakes to safeguard and protect such confidential information as may be received from NABFINS.

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

1. Confidential Information:

- (i) “Confidential Information” means all information disclosed/furnished by NABFINS to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as



"Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

- (ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from NABFINS,
- (c) was rightfully obtained by the Vendor from a source other than NABFINS without any obligation of confidentiality,
- (d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify NABFINS of such order and afford NABFINS the opportunity to seek appropriate protective order relating to such disclosure.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of NABFINS in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure

Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify NABFINS immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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

- a) Information regarding NABFINS and any of its Affiliates, customers and their accounts (“Customer Information”). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of NABFINS's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes and procedures; or
- d) current and future business plans; or
- e) personnel information; or
- f) Financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABFINS.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABFINS, whichever is earlier. The Vendor hereby agrees and undertakes to NABFINS that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to NABFINS, all information received by it from NABFINS for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to NABFINS to certify in writing upon request of NABFINS that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by NABFINS to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABFINS.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to NABFINS if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABFINS may suffer immediate irreparable loss for



which monetary compensation may not be adequate. NABFINS shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to NABFINS shall include NABFINS's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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

9. Indemnity: The Vendor shall defend, indemnify and hold harmless NABFINS, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall NABFINS be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by NABFINS constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

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

11. Waiver: A waiver (whether express or implied) by NABFINS of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent NABFINS from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

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

For and on behalf of ----- Ltd.

For and on behalf of NABFINS



**NABFINS**

**RFP for Selection of vendor for supply, implementation,  
maintenance, and management of Core Micro-Finance  
solution on Cloud**

()

(Designation)

()

(Designation)



**Annexure 12: Performance Bank Guarantee Format**

*(ON A NON-JUDICIAL STAMP PAPER OF RS. 100.00)*

The Managing Director,  
NABFINS Limited,  
3072, 14<sup>th</sup> cross,  
K R Road,  
Banashankari 2<sup>nd</sup> Stage  
Bengaluru  
Karnataka 560070

Dear Sir,

**PERFORMANCE BANK GUARANTEE - <Service name>**

WHEREAS

M/s. (name of Bidder), a \_\_\_\_\_ registered under the \_\_\_\_\_, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated ..... (hereinafter, referred to as “the said Agreement”) with you (NABFINS) for end to end services, as detailed in the scope of work for the bidder for the project in the RFP document, as detailed in the said Agreement.

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

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

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

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

II. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the

said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

III. This Performance Bank Guarantee shall continue and hold good till the completion of the warranty period subject to the terms and conditions in the said Agreement.

IV. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until the completion of the end to end scope of work as per said Agreement.

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

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

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

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

IX. In case it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (NABFINS).

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

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

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





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

Notwithstanding anything contained herein:

- I. Our liability under this Performance Bank Guarantee shall not exceed ₹.\_\_\_\_\_ (Rupees \_\_\_\_\_);
- II. This Performance Bank Guarantee shall be valid only up to completion of end to end scope of the work; and
- III. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before completion of the warranty period for end to end scope of the project. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated .....this ..... day .....2024

Yours faithfully,

For and on behalf of the .....Bank, (Signature)

Designation

(Address of the Bank)

Note :

a) This guarantee will attract stamp duty as a security bond under Article 54(b) of the Karnataka Stamp Act

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the company should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

**Annexure 13: Contract Form Format**

**(ON A NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

THIS MASTER AGREEMENT is made on this day of \_\_\_\_\_ 2024, at Bangalore:

**PARTIES TO THE AGREEMENT:**

NABFINS, a body corporate constituted under \_\_\_\_\_ and also an existing company within the meaning and scope of the Companies Act, 1956 and having its head office at \_\_\_\_\_ (hereinafter referred to as NABFINS, which expression shall unless it be repugnant to the meaning thereof mean and include its successors and assigns);

and

\_\_\_\_\_, a company incorporated under the \_\_\_\_\_ Act, 19\_\_\_\_ and having its registered office at \_\_\_\_\_, \_\_\_\_\_, India (hereinafter referred to as the Vendor, which expression shall unless it be repugnant to the meaning thereof mean and include its successors and permitted assigns).

In this Agreement (as defined later), NABFINS and the Vendor shall be referred to as Parties when the reference is to all of them together and shall be referred to as a Party when reference is to one of them.

**Background:**

1. NABFINS LIMITED (hereafter referred to as the company or NABFINS) is a public limited company registered as a Non-Banking Finance Company– Micro Finance Institution (NBFC – MFI) with the Reserve Bank of India.
2. The Vendor has represented to NABFINS that it fully satisfies the eligibility criterion for a vendor as set out in the RFP and that it has sufficient knowledge, expertise and competency in the implementation of the proposed applications (as defined later) as per the provisions of the RFP. The Vendor has further represented that it has appropriate human capital and other resources required to execute various tasks assigned as a part of the Project (as defined later) by NABFINS from time to time and to undertake its obligations under this Agreement in providing the Services (as defined later) and Deliverables (as defined later). Furthermore, the Vendor acknowledges that based on the above and other representations and the Response (as defined later), NABFINS has selected the Vendor for awarding the contract as per the terms of RFP and as set out in this Agreement.
3. The Parties are accordingly executing this Agreement for the purpose of recording the terms as agreed between them, as set out hereunder.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE

RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES INTENDING TO BE BOUND LEGALLY, AGREE AS FOLLOWS:

### Definitions and Interpretations

#### Definitions

1. In this Agreement, the capitalized words and expressions shall have the meaning provided next to them (unless the context otherwise requires) below and shall be accordingly construed for the purposes of this Agreement;
2. Agreement shall mean this Master Agreement along with all its Schedules, Annexure, and Appendices to this Agreement and any mutually agreed Change Orders hereto;
3. NABFINS shall have a meaning set forth for the term in the title Clause;
4. Branch of NABFINS shall mean the current and future branches, locations of NABFINS, Controlling Offices where any services and support activity is undertaken;
5. Operational Hours for the purpose of service standards would be as per the Section 13 SLA.
6. DC shall mean the data center/primary & secondary site of NABFINS;
7. Deliverables shall mean and include as defined in Section 6 & Section 7 Scope of Work as per the terms of this Agreement;
8. DRC shall mean the Data Recovery Centre of NABFINS
9. Hardware shall mean the hardware pertaining to the Project(if any) to be provided by the Vendor and all other hardware specified in this Agreement and more specifically in Appendix 2 titled COMMERCIAL BILL OF MATERIAL hereunder and transferred to NABFINS in terms of this Agreement;
10. Parties shall have a meaning set forth for the term in the title Clause;
11. Party shall have a meaning set forth for the term in the title Clause;
12. Project shall mean the entire assignment as envisaged under this Agreement pursuant to which the Vendor shall provide the Deliverables and the Services to NABFINS;
13. Project Manager shall mean a person designated by each Party who shall be responsible for coordination of the entire Project;
14. Purchase Order shall mean the purchase order, dated \_\_\_\_\_, issued by NABFINS to the Vendor pursuant to the RFP;
15. Response means the responses submitted against the RFP by the Vendor;
16. The maintenance for the services would be as per the Section 6:Scope of work
17. Services shall mean the services rendered by the Vendor with respect to the Deliverables and services, in accordance with the terms of this Agreement;
18. SL or Service Levels shall mean expected service levels as defined in Section 12 titled Service Levels & Penalties, to this Agreement;
19. Software shall mean the Application specified in this Agreement and hereunder and licensed/transferred to NABFINS in terms of this Agreement;
20. Specifications shall mean the minimum requirements required to be ensured by the Vendor with respect to the Services and the Deliverables as set out in this Agreement;
21. Vendor shall have a meaning set forth for the term in the title Clause;
22. The words and expressions defined elsewhere in this Agreement (other than as provided above) shall have the meaning provided to them there and shall be accordingly be construed for the purposes of this Agreement.
23. <other definitions as per the RFP>

#### Rules of Interpretations

In this Agreement (unless the context requires otherwise):

1. References to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders;
2. References to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
3. The recitals (contained under the heading 'Background' above) form a part of this Agreement and shall be binding on the Parties to this Agreement and in the event of any conflict in interpretation between the contents of the recitals (contained under the heading 'Background' above) and the main body of the Agreement (excluding the recitals contained under heading 'Background' above), the contents of the main body of the Agreement (excluding the recitals contained under the heading 'Background' above) shall prevail;
4. References to Clauses, Schedules, Annexure, Appendices and Exhibits are the references to the clauses, schedules, annexure, appendices and exhibits to this Agreement;
5. The headings are for reference only and their meaning shall be avoided to interpret the terms of this Agreement;
6. The generic terms and expressions used and not defined under this Agreement shall be construed in a manner that aids in the general construct of this Agreement and shall be understood in the parlance of the industry of the Parties and such interpretation shall be given to them, which a reasonable man of prudence engaged in such industry would construe them to be;
7. The Annexure and Appendices are the part of this Agreement. They primarily contain technical data and shall be read to give effect to the main body of this Agreement. In the event any provision of the Annexure or Appendices are found to be contrary to the terms of the main body of the Agreement, then the main body of the Agreement shall be given precedence to in construction;
8. In the event of any contradiction or conflict between (i) the provisions of the latest Addendum so far as the scope of Services shall prevail to the extent of any contradictions with the previous Addendums; (ii) any aspect of the RFP, Addendums, the RFP Normalization Letter and the Purchase Order, then the latest of these documents to the extent of the modification shall prevail and take precedence over the previous ones; (iii) the Agreement and any aspect of the RFP, Addendums and the Purchase Order, then the provisions of the Agreement shall take precedence over the other documents; (iv) should there be any contradiction between any document and Appendix 2 titled COMMERCIAL BILL OF MATERIAL, then the quantities, description of goods and payment flows as provided in Appendix 2 titled COMMERCIAL BILL OF MATERIAL shall prevail. However, any items as requested in the RFP or any of its Addendums and not provided in the Appendix 2 titled COMMERCIAL BILL OF MATERIAL, such items shall be provided at no additional cost to NABFINS;

In the interpretation of this Agreement, no rule of construction applies to the disadvantage of one Party on the basis that that Party put forward or drafted (or procured the drafting of) this Agreement or any provision in it.

**Existing IT Set-up**

*<as per the RFP >*

**Scope of Work**

*<as per the RFP >*

**Terms and Conditions**

*< as per the RFP Section 8 and any other terms set out in the RFP>*

**SLA**

*< as per the RFP >*



**Price Schedule:**

*<as per the RFP Appendix 2: Commercial Bill of Material Quoted by the Bidder>*

**Annexure and Appendix**

This Agreement shall be read along with the following Schedules, Annexure and Appendices, which shall form an integral part of this Agreement:

**RFP and ADDENDUMS**

**Annexure**

All Annexures of the RFP

**Appendix**

Appendix 1A: Functional Specifications

Appendix 1B: Technical Specifications

Appendix 2: Commercial Bill of Material

Appendix 3: Fintech Details

Signed, sealed and Delivered by the

Said \_\_\_\_\_ (For the Vendor) in presence of \_\_\_\_\_

Signed, sealed and Delivered by the

Said \_\_\_\_\_ (For NABFINS) in presence of \_\_\_\_\_



**Annexure 14: Undertaking for Backlining Agreement**

The Managing Director,  
NABFINS Limited,  
3072, 14th cross, K R Road,  
Banashankari 2nd Stage  
Bengaluru, Karnataka 560 070

Dear Sir,

Ref: - RFP no. **NABFINS/RFP/0011/2023-24** for Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud

Sub: Undertaking for Backlining

We \_\_\_\_\_ (name of the Company) have submitted our bid for participating in NABFINS RFP dated \_\_\_\_\_ for procurement of \_\_\_\_\_, having our corporate office at <Address of the firm/corporate office/head office>.

We confirm that we will backline (back to back arrangement) with the following provider's/our partner's within 1 month of issuance of PO by NABFINS. The terms of the backlining will be in line with the RFP terms especially Scope, SLAs, Confidentiality, and other terms of the RFP.

- OEM for Core Microfinance solution: <Name> and Corporate Office
- OEM for Finance and Accounting: <Name> and Corporate Office
- OEM for Aadhaar data vault: <Name> and Corporate Office
- OEM for Application performance monitoring: <Name> and Corporate Office
- Cloud service provider: <Name> and Corporate Office

We shall submit the required documentation (or backlining agreement) to NABFINS as and when required.

(Signature)  
(Name of Authorized Signatory)  
(Designation)  
(Date)  
Place:  
  
(Name and address of the bidder)  
(Company Seal)



**Annexure 15: Integrity Pact (on stamp paper of INR 200)**

PRE CONTRACT INTEGRITY PACT

Between

NABFINS LIMITED

hereinafter referred to as "The Principal"

And

..... hereinafter referred to as "The Bidder/Contractor"

**Preamble**

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

In order to achieve these goals, the Principal will appoint Independent External Monitor(IEM) who will monitor the Tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 -Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption

and to observe the following principles: -

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

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

**Section 2 -Commitments of the Bidder(s)/Contractor(s)**

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

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

### **Section 3 - Disqualification from Tender process and exclusion from future contracts**

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

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the Tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal Shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process.

### **Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors**



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

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

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

### **Section 7 - Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 - Independent External Monitor**

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

The Independent External Monitor appointed for NABFINS LIMITED is

Shri Jagdeep Kumar Ghai PTA & FS (Retd.)

Flat 1032, A Wing, Vanashree Society Sector 58 A & B,

Palm Beach Road, Nerul, Navi Mumbai, Pin: 400 706

E mail ID: jkghai@gmail.com

Mob: 9869422244.

(2) The Monitor is not subject to instructions by the representatives of the parties and

Performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

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

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

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations

between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

#### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge / determined by the Chairman of NABARD.

#### **Section 10 - Other provisions**

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

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

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

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

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

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



(For & On behalf of the principal)

(For & on behalf of the

Bidder/Contractor)

(Office seal)

(Office seal)

Place:

Date:

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**Annexure 16: Sizing Adequacy Letter**

***(On OEMs Letter Head)***

RFP Reference No: NABFINS/RFP/0011/2023-24

Date:

To,  
The Managing Director,  
NABFINS Limited,  
3072, 14th cross, K R Road,  
Banashankari 2nd Stage  
Bengaluru, Karnataka 560 070



Ref: - RFP for **Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud**

Dear Sir,

We who are established and reputable manufacturers/ producers of \_\_\_\_\_ having factories/ development facilities at (address of factory/ facility) have reviewed the sizing submitted by the Bidder.

We confirm that the sizing provided is adequate and will meet the requirements of NABFINS as stated in the RFP.

Below is the infrastructure sizing required for meeting the SLAs and Business projections as defined in the RFP.

We also confirm that the proposed Infrastructure is compatible with the proposed solution and has been designed keeping in view the scope, requirement and terms of the RFP.

(Signature)  
(Name of Authorized Signatory)  
(Designation)  
(Date)  
Place:  
(Name and address of the OEM)  
(Company Seal)

SAL is to be submitted from the following OEMs: Core Microfinance Solution, Finance & accounting solution, Aadhaar Data vault and Application performance monitoring solution



**Annexure 17: OEM' Declaration for Bug Free Software**

***(On OEMs Letter Head)***

RFP Reference No: NABFINS/RFP/0011/2023-24

Date:

To,  
The Managing Director,  
NABFINS Limited,  
3072, 14th cross, K R Road,  
Banashankari 2nd Stage  
Bengaluru, Karnataka 560 070

Ref: - RFP for **Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud**

Dear Sir,

1. To the best of our knowledge, our \_\_\_\_\_(Name of Solution and version) supplied and to be implemented at NABFINS is free from bug/ embedded malicious/ fraudulent code/ Malware/ covert channel in the code (of the version of the application being delivered)..

2. We have addressed and fixed the following issues based on OWASP (Open Web Application Security Project):-

- a) Prevention of SQL Injection
- b) Prevention of Cross Site Scripting
- c) Prevention of Cross site request Forgery
- d) Session Management

(Signature)  
(Name of Authorized Signatory)  
(Designation)  
(Date)  
Place:  
(Name and address of the OEM)  
(Company Seal)



**Annexure 18: Growth Projections & Volumetric**

RFP Number: NABFINS/RFP/0011/2023-24

Items\Year	Support period - Year 1	Support period - Year 2	Support period - Year 3	Support period - Year 4	Support period - Year 5
Number of Branches	500	635	800	1000	1250
Number of active borrowers	1250000	1562500	1953500	2344000	2812800
Number of Users (Nabfins)(Staff)	3000	3900	5000	6600	8500
Number of users (Borrowers)	1250000	1562500	1953500	2344000	2812800
Number of Users B&DC and Third party	1250	1350	1400	1500	1550
Number of loan accounts (Active)	1500000	1900000	2250000	2600000	3000000
Number of loan applications	1800000	2280000	2275000	2660000	3100000



**Annexure 19: Land border confirmation**

The Managing Director,  
NABFINS Limited,  
3072, 14th cross, K R Road,  
Banashankari 2nd Stage  
Bengaluru, Karnataka 560 070

Dear Sir,

Ref: - RFP no. **NABFINS/RFP/0011/2023-24** for Selection of vendor for supply, implementation, maintenance, and management of Core Micro-Finance solution on Cloud

Sub: Land Border confirmation for our Bid vide **Ref. No: NABFINS/RFP/0011/2023-24**

We, M/s \_\_\_\_\_ on behalf of our firm, having our corporate office at <Address of the firm/corporate office/head office> hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority.

We certify that we, our OEMs and our CSP fulfil all the requirements in this regard and are eligible to participate in this RFP.

We further confirm that we are liable for and bound by all acts of commission and omission by the authorized representative. All acts committed by the above authorized representatives shall be treated as if these acts were committed by the firm.

We agree and understand that the NABFINS may debar us from participating in future tenders for any such failure on our part.

(Signature)  
(Name of Authorized Signatory)  
(Designation)  
(Date)  
Place:

(Name and address of the bidder)  
(Company Seal)