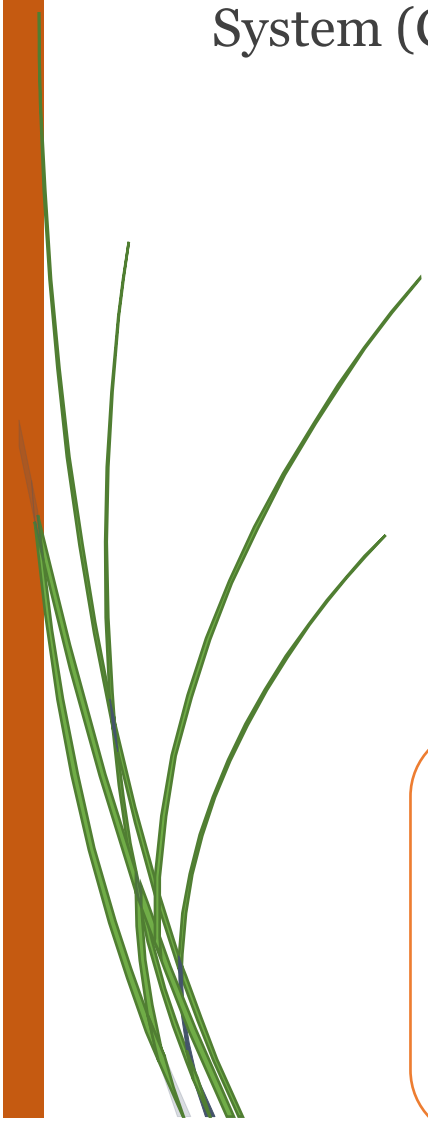
Request for Proposal-

Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS)



NABSanrakshan Trustee Private Limited

(A WHOLLY OWNED SUDSIDIARY OF NABARD)

C-24, G Block, Bandra Kurla Complex,
Bandra East, Mumbai- 400051

Email: cgms@nabsanrakshan.org

Phone: 022-68120073

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DISCLAIMER

The Request for Proposal (RFP) document is not an agreement and is not an offer or invitation by NABSanrakshan Trustee Private Limited (hereafter referred to as NABSanrakshan) to any parties other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this RFP is to provide the prospective bidder(s) with information to assist the formulation of their proposals. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABSanrakshan with the selected Bidder.

ADDITIONAL DISCLAIMER

1. The information contained in this RFP document or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of NABSanrakshan or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided. This document should be read in its entirety.

2. Information provided in this RFP is on a wide range of matters some of which depends on the interpretation of law. This RFP includes statements which reflect various assumptions and assessments arrived at by NABSanrakshan in relation to the project. The information contained in this RFP has been provided to the best knowledge of NABSanrakshan and in good faith. However, the information including statutory requirements may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFP may undergo changes in future. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. NABSanrakshan 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.

3. The information contained in this RFP is subject to update, expansion, revision, and amendment at the sole discretion of NABSanrakshan. In case any major revisions to this RFP are made by NABSanrakshan within seven days preceding the last date of submission of the Proposals, NABSanrakshan may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither NABSanrakshan nor any of its directors, officers, employees nor any advisors nor consultants undertake to provide any Bidder with access to any additional information or to update the information in this RFP for Credit Guarantee Management System (CGMS).

4. NABSanrakshan, its directors, employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.

5. It may be clearly noted by the bidder that the RFP rates should be kept valid for 180 days from the last date of bid submission and bidder is bound to deliver at the bided rates during the entire period of contract. Any deviation in launch of the CGMS or even cancelling the proposed launch may result in cancellation of this RFP. In any such instance or event, NABSanrakshan shall have right to re-issue a fresh RFP incorporating the changes, even post submission of bids. NABSanrakshan shall be bearing no cost / loss to bidder in any such above mentioned event. Bidder shall have no claim to be made from/against NABSanrakshan, in financial or legal terms, but not limited to, for any cost, damages etc. they may have incurred partially or fully.

ABBREVIATIONS

Sl.No	Acronym	Definition
1.	NABSanrakshan	NABSanrakshan Trustee Pvt. Ltd.
2.	CG	Credit Guarantee
3.	CGMS	Credit Guarantee Management System
4.	RFP	Request for Proposal
5.	NABARD	National Bank for Agriculture and Rural Development
6.	EMD	Earnest Money Deposit
7.	ELIs	Eligible Lending Institutions
8.	CVC	Central Vigilance Commission
9.	TEC	Technical Evaluation Committee
10	BG	Bank Guarantee
11.	PBG	Performance Bank Guarantee
12.	BS	Bid Security
13.	SPOC	Single Point of Contact
14.	TCO	Total Cost of Ownership
15.	CSP	Cloud Service Provider

DEFINITIONS

In this RFP / the Contract, the following terms shall be interpreted as indicated:

"AMC Services" shall mean annual maintenance services to be rendered after end of Warranty period. The AMC shall include, but not be limited to the following services:

(i) Software maintenance support

(ii) Change Management

(iii) Version Control and Management

(iv) Database Administration

(v) DR Setup Management including DR Drills and role swaps

(vi) Operations Management

(vii) Software License Management

(viii) Security

(ix) Application management including day-end, day-begin, month-end, yearend periodic and daily backups

(x) CGMS Solution updates, patch management, security updates, data updates

(xi) System documentation

(xii) Operational documents

(xiii) Problem management

(xiv) Extensive MIS and reporting

(xv) Any other support and maintenance service required by NABSanrakshan

“Applicable Law” means any law, rule, regulation, ordinance, order, code, treaty, judgment, decree, injunction, permit or decision of any central, stateor local government, authority, agency, court or other body having jurisdiction over the matter or person in question, including those prevailing in the relevant jurisdiction, as in effect, from time to time;

The current definition of "Applicable Law" applies to courts, other bodies etc having jurisdiction over the matter or person in question. Therefore, the definition in its current form is applicable for each Party based on the operation of its business.

“Approach Document” means a document setting out the strategy and approach to design, develop, and implement and use the solution by the Bidder in accordance with the Business Requirement Document;

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

“Bid” / “Bid document” may be referred to as ‘Offer’.

“Borrowers” means Individuals and Entities etc. availing loans as may be specified in the Scheme guidelines from time to time.

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

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

“Business Requirement Document” means a formal document that outlinesthe goals and expectations of NABSanrakshan in respect of the Project which shallbe prepared by NABSanrakshan in consultation with a successful Service Provider.

“Commercial Bid / Financial Bid” indicates the response by the Bidder containing all relevant Financial/Commercial information required as per response to the RFP.

“Company”, “NABSanrakshan”, “Purchaser”, “Buyer” means NABSanrakshan Trustee Private Limited or NABSanrakshan Trustee Pvt. Ltd.

“Confidential Information” means all information that NABSanrakshan designates as being confidential or which the circumstances surrounding the disclosure ought to be

treated as confidential. It includes all information disclosed / furnished by NABSanrakshan or any such information which comes into the knowledge of the Service Provider during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Service Provider to carry out the assignment, and shall mean and include, without limitation (1) data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; (2)information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's Project, information relating to nature and content of data stored within CGMS or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that the Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement; (3) Information such as any trade secrets, discoveries, ideas, concepts, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity, commercial, financial, scientific or technical information, patent and trademark applications, process designs, process models, drawings, plans, designs, data, databases and extracts there from, formulae, methods, know-how and other intellectual property, marketing and pricing information, and other strategies, concepts, ideas; (4) technical or business information or material not covered in (1); (5) proprietary or internal information relating to the current, future and proposed products or services of NABSanrakshan including, financial information, process/flow charts, business models, financial reports, business plans, customer lists, products or production processes, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (6) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (7) all such other information which by its nature or the circumstances of its disclosure is confidential Information in oral form

should be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.

“Contract” means the agreement entered into between NABSanrakshan and the Service Provider, pursuant to acceptance by NABSanrakshan of the Service Provider’s Bid on terms as contained in this RFP and shall include all attachments and appendices thereto and all documents incorporated by reference therein including the SLA. be finalised at the time of execution thereof.

“Contract Price”/ “TCO” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations. It refers to the Final Commercial Quote (FCQ) of the bidder as quoted in the Commercial Bid.

“Deliverables” means the products, infrastructure and services agreed to be delivered by the Bidder as per the Contract as defined more elaborately in the RFP, and includes all documents related to the user manual, technicalmanual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc.

“Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS)” has been mentioned in short as “Project”.

“Documentation” means the then current technical and functional documentation for each component of the Solution whether software or hardware, including, but not limited to, configuration workbooks or release notes, terms of service and policies, as applicable.

“Eligible Lending Institutions” means Lending Institutions eligible under each Credit Guarantee Scheme and includes Scheduled Commercial Banks, Small Finance Banks, RRBs, NBFCs, StCBs, DCCBs, NCDC, etc.

“Losses” means all losses, liabilities, liens, obligations, fines, costs, charges, expenses, royalties, damages (whether or not resulting from thirdparty claims), including those resulting from claims and including interestand penalties with respect thereto and related

out-of-pocket expenses paid to third parties, including reasonable attorneys' and accountants' fees and disbursements.

"Party / Parties" means NABSanrakshan and the Service Provider individually and/or collectively, as the context may require.

"Regulatory Authorities" means any government or governmental or regulatory body, or political subdivision, whether foreign, federal, state, city or local, or any agency, commission, authority, or instrumentality, any multinational, supra-national or quasi-governmental entity, body or authority, any self-regulatory organization, any court or arbitrator (public or private) thereof, or any entities that a government controls or owns (in whole or in part), including any state-owned, controlled or operated companies or enterprises

"RFP"/"Tender" means the 'Request for Proposal Document for Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS)" and includes any clarifications/corrigenda/addenda/ pre-bid clarifications etc. that may be issued by the company (only written communication shall be considered).

"Security Architecture" means a unified security design that addresses thenecessities and potential risks involved in a certain scenario or environmentin respect of an information technology infrastructure.

"Services" means and includes all services, scope of work and deliverables to be provided by a selected Service Provider as described in the RFP and includes services ancillary to the Project.

"Service Provider"", "Bidder", "Supplier", "Service Provider", "Vendor", "Seller" means the respondent to the RFP document.

"Software Licensing Cost" means the cost incurred or to be incurred by the selected Service Provider for licensing of third-party software for the purpose of this Project.

"Technical Architecture" means a document specifying the overall plan forthe Project and shall include functional, infrastructure, data, deployment, network for the Project.

"Technical Bid" indicates the response by the Service Provider to the technical requirement specifications and functional requirement specifications in response to the RFP.

"Total Cost of Ownership (TCO)" means the Final Commercial Quote (FCQ) of the bidder as quoted in the commercial bid.

"User Acceptance Test" means user acceptance testing to ensure that all features as agreed under the Contract of the Project are functional.

"Warranty" includes but is not limited to the following:

- All issues / bugs / service requests / problems
- All modification / change requests
- Stabilization, Corrections, Modifications, and consistent monitoring of mobile, dashboards, workflows, integrations in addition to system support
- End-user hand-holding support
- User awareness and trainings
- User adoption monitoring
- Report's tuning / modifications / backend data servicing etc.
- Quality and SLA Based Governance
- RCA & Permanent Fixing
- Preventive & Corrective Actions
- Compliance / System Audits / VAPT
- Consultation for Process & Application Improvements
- Application Performance Management

1. CRITICAL INFORMATION

1.1 RFP Information

Reference No and Date	Ref.NABSanrakshan/88/ NTPL-10/2024-25 Date: 23 August 2024
RFP for	Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS)
Cost of RFP (Non- Refundable)	No cost will be charged for the RFP document downloaded from the website by the bidders. In case Bidder requires hardcopy of the RFP, Rs. 5000/- (Rupees Five Thousand Only) in the form of DD shall be drawn in favor of NABSanrakshan payable at Mumbai and should be enclosed with application for RFP. In terms of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, the MSEs registered with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of cost of tender documents. Further, the vendors empaneled with NABARD will also be supplied tender documents free of cost. However, they will have to produce documentary evidence in support of seeking such exemption.
Earnest Money Deposit (Refundable)	EMD Remittance of Rs. 20,00,000/-* (Rupees Twenty Lakh Only) could be made online through

	RTGS/NEFT to NABSanrakshan's Bank Account or Bank Guarantee (BG) of an equivalent amount issued by a Scheduled Commercial Bank * EMD is not in any way indicative of the budgetary estimates
Date of Issue of RFP	23 August 2024
Last date and time for submission of pre-Bid queries	31 August 2024, 5.00 pm
Date of Pre- Bid Meeting	03 September 2024, 11.00 am
Replies to Pre- Bid Queries	On or Before 06 September 2024
Last date & time for submission of Bid	13 September 2024, 3.00 PM
Opening of Technical Bid	13 September 2024, 3.30 PM
Demonstration of Proof of Concept	Date shall be intimated later to those bidders whose bids qualify the Minimum Eligibility Criteria.
Opening of Commercial Bid	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representatives of qualified Bidders can be present during opening of Commercial Bid, if they wish so.
Bid Submission Mode	Physical
Bid documents to be submitted	Documents as per Check List (**Appendix C**)
Place of opening of Bids	NABSanrakshan Trustee Pvt. Ltd., (NABSanrakshan),

	Plot No.C-24, Block-G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051
Address for communication (Company)	The Chief Executive Officer, NABSanrakshan Trustee Pvt. Ltd. (NABSanrakshan), Plot No.C-24, Block-G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051
Bidder Contact Details	Bidder to provide following information: 1. Name of the Company 2. Contact Person 3. Mailing address with Pin Code 4. Telephone number and Fax Number 5. Mobile Number 6. E-mail

Note :

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

i. NABSanrakshan is following the provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of Micro Small and Medium Enterprise (MSME), GoI.

ii. These provisions shall be applicable to Micro and Small Enterprises (MSEs)registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSMEs.

iii. Such MSEs would be entitled for exemption from furnishing tender fee and EMD. In case of any issue on the subject matter, the MSE's may approach the tender invite ng authority to resolve their grievances.

iv. Agencies/Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

v. The bidder to note that, in the current RFP splitting of order is not applicable.

2. The bidder shall ensure compliance of Central Vigilance Commission (CVC) guidelines issued/ to be issued from time to time pertaining to the work covered under this RFP. Non enclosure of signed Integrity Pact in the technical bid will result in rejection of bid.

2. INTRODUCTION

NABSanrakshan Trustee Private Limited, a company incorporated under Companies Act, 2013 is a wholly owned subsidiary of NABARD having its Registered Office at, Plot No. C-24,'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051. Detailed information regarding the functions of NABSanrakshan are provided on the website – www.nabsanrakshan.org. A brief background on Credit Guarantees, NABSanrakshan and its present credit guarantee operations is furnished in **Appendix A**.

2.1 Purpose of RFP

This Request for Proposal document ("RFP document" or "RFP") has been prepared solely to select a suitable bidder for "Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS)" to enable NABSanrakshan to carry out Credit Guarantee Operations on a single platform. The CGMS shall be deployed / hosted by the selected bidder in MeitY empanelled public cloud infrastructure.

NABSanrakshan runs the multiple credit guarantee schemes through Trust- Trustee structure, wherein NABSanrakshan envisions the CGMS to be a common framework for all scheme operations with need based modifications. CGMS is expected to be equipped with maximum configuration and minimum development.

This RFP is a guiding document to select the Bidder on the basis of its capabilities and experience. All scope and specifications as mentioned in this RFP and the annexed documents are only indicative, but not limited, in nature and hence, the Bidder is requested to note the same. The participating Bidder is required to provide detailed inputs so that NABSanrakshan has the best technical-commercial solution for this project.

This RFP document is not a recommendation, offer or invitation to enter a contract, agreement or any other arrangement with respect to the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between NABSanrakshan and any successful bidder as identified by NABSanrakshan after completion of the selection process.

2.2 Parties to the RFP

The Parties in the RFP shall be referred as below:

2.2.1 "NABSanrakshan", "The Company", "Purchaser", "Buyer" means NABSanrakshan Trustee Pvt. Ltd.(NABSanrakshan);

2.1.2 "Bidder", "Supplier", "Service Provider", "Seller", "Recipient", "Respondent" means the respondent to the RFP document.

2.3 Information Provided

2.3.1 The RFP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending bidder to determine whether or not to submit a response/bid or enter into a contract or arrangement with NABSanrakshan.

2.3.2 Each Recipient should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice.

2.3.3 Neither NABSanrakshan nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of this document.

2.4 Disclaimer

2.4.1 Subject to any law to the contrary, and to the maximum extent permitted by applicable law, NABSanrakshan and its directors, officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NABSanrakshan or any of its officers, employees, contractors, agents, or advisers.

2.4.2 NABSanrakshan may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

NABSanrakshan has the right to continue with these activities, modify the sequence of activities, add new activities, or remove some of the activities, as dictated by the best interests of NABSanrakshan. NABSanrakshan reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

2.5 Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including the attendance at meetings, discussions, demonstrations, presentation, visits etc. and providing any additional information required by NABSanrakshan, will be borne entirely and exclusively by the Respondent.

2.6 No Legal Relationship

No binding legal relationship will exist between any of the Respondents and NABSanrakshan until execution of a contractual agreement.

2.7 Recipient Obligation to Inform Itself

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

2.8 Errors and Omissions

Each Recipient should notify NABSanrakshan of any error, omission, or discrepancy found in this RFP document.

2.9 Acceptance of Terms

A Recipient will, by responding to NABSanrakshan for RFP, be deemed to have accepted the terms of this RFP including Introduction, Disclaimer and the Schedules and Annexures to the RFP.

Deviations, if any, are to be specified by the bidder in the Statement of Deviation. The Statement of Deviation allows a Bidder to request for deviations in their scope of work.

Bidder is required to provide details of all deviations, comments and observations or suggestions in the Statement of Deviation.

NABSanrakshan may at its sole discretion accept or reject all or any of the deviations. However, it may be noted that the acceptance or rejection of any deviation by NABSanrakshan will not entitle the Bidder to submit a revised Technical or Commercial Bid.

2.10 Contact Persons of NABSanrakshan

Recipients are required to direct all communications related to this RFP, through the nominated point of Contact Person:

Contact Person	Pooja Gupta	Sunanda K Sahoo
Position	VP(Operations)	Company Secretary
Email ID	cgms@nabsanrakshan.org	cgms@nabsanrakshan.org
Telephone No.	022-68120073	022-68120073

NABSanrakshan may, in its absolute discretion, seek additional information or material from any of the Respondents after the RFP closes and all such information and material provided must be taken to form part of that

Respondents should provide details of their contact person, telephone, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

If NABSanrakshan, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NABSanrakshan reserves the right to communicate such response to all Respondents.

NABSanrakshan may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

2.11 Notification

NABSanrakshan will notify all short-listed Respondents in NABSanrakshan website (www.nabsanrakshan.org) and NABARD's website (www.nabard.org) or by writing or by mail as soon as practicable about the outcome of the RFP process. NABSanrakshan is not obliged to provide any reasons for any such acceptance or rejection.

3. SCOPE OF WORK

3.1 Scope

The Service Provider shall provide a complete end to end software solution for NABSanrakshan's requirements including commissioning, execution, development, installation, implementation, maintenance, monitoring, updates, upgrades, replacements, troubleshooting and support of CGMS. The Service Provider shall provide a native mobile application for CGMS which will be in sync with live data of CGMS. The Service Provider shall be responsible for hosting the CGMS Application on MeitY empanelled public Cloud Infrastructure. The Service Provider shall extend end-user support, management and administration services of the solution. The Service Provider shall provide Warranty Support for one year from the date of Go-Live and AMC Support for 3 years from date of completion of Warranty Support.

Bidder has to arrange all infrastructure for the Project. It may be noted that NABSanrakshan shall not provide any hardware/software solutions.

The detailed scope of work is given at **Appendix B.**

3.2 Change Management

3.2.1 Bidders are required to quote Man-day cost for change requests post Go-Live support period. NABSanrakshan may, depending on its strategic and business requirements, decide to make modifications, alterations and additions from time to time to the Project, Services, or Deliverables of the Project. In such an event, NABSanrakshan shall provide a detailed proposal to the Service Provider specifying such requested changes ("Change Request"). Service Provider shall evaluate each Change Request. The charges payable for executing the Change Requests shall be determined on basis of total efforts estimated and man-days cost quoted in the bid. Based on this calculation, the Service Provider shall submit to NABSanrakshan, a written response indicating time and cost for such Change Request within 3 (three) Business Days following receipt thereof ("Change Request Response"). Service Provider's Change Request Response shall include a statement of the availability of the Service Provider's personnel and resources, as well as any impact the proposed changes will have on the Contract Price, Deliverables of this RFP or the Contract, as the case may be.

NABSanrakshan, if necessary, through a designated committee, may use its reasonable efforts to accept, reject, or propose modifications to each such Change Request Response within 15 (fifteen) Business Days following receipt thereof. The Service Provider shall agree to co-operate with such committee and furnish any further information as may be required by the committee to accept, reject or propose modifications to the Change Request Response. Upon acceptance by NABSanrakshan of a Change Request Response, the Services, Deliverables, and/or Project shall be amended by means of a written, jointly executed addendum to the Contract, which shall be considered as an integral part of the original Contract. In the event NABSanrakshan rejects a Change Request Response, NABSanrakshan shall be entitled to appoint or engage any third-party service provider in respect of the Change Request. The Service Provider shall agree to co-operate with such third-party service provider.

3.2.2 The above Change Request clause shall only be applicable and enforceable post completion of warranty support duration and till that time bidder will incorporate/ deliver all the given changes as part of scope at no additional cost. Any requirement, altogether new/ fresh in nature will be considered change request and clause 3.2.1 shall be applicable for such requirements.

4. BID PREPARATION

The bidder should use the entire information furnished in the RFP including Scope, detailed requirements, functional and technical specifications, other Annexures, Appendices and other terms and conditions to submit their response. The bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its Bid and will be at the Bidder's own risk.

Eligibility for submission of bid

The Bidder should satisfy the Minimum Eligibility Criteria as furnished below.

S.No.	Criteria
1.	**Credentials** a. The Bidder should be a company incorporated under Companies Act 1956/2013 and having its registered office in India. b. Bidder should be dealing with providing software solutions for at least 5 years immediately preceding the Bid submission with valid GST registration.
2.	**Financials** The Bidder should have: a. Average annual turnover of atleast Rs.40 crore for last three financial years, viz., FY 2020-21, FY 2021-22 & FY 2022-23 and b. reported Net Profit in atleast two Financial Years out of the last three financial years, viz., FY 2020-21, FY 2021-22 & FY 2022-23. For the above points, incase audited results for the company for FY 2023-24 are available then the last three financial years to be taken as FY 2021-22, FY 2022-23 & FY 2023-24. c. positive Net worth as per the latest audited Financial results of the Company.

3.	**Experience** The Bidder must have experience in development/customization and management of Guarantee Management System or similar solutions (Loan Processing System / Loan Management System / Insurance Management System/E-Governance System in financial domain in BFSI sector**/PSU/Govt. Department in India in at least 3 institutions during last 5 years. References of top three projects in above category, at least one of them of Rs. 3 crore and above (in terms of the size of the solution) Reference of all such experiences where the implementation activity is either completed or is on-going for atleast one year as on 31st March 2024, will only be considered. In case Bidder has signed Confidentiality Agreement with Customers, a Self-Declaration by Bidder with masked PO may be Submitted.
4.	**Non-Blacklisting** The Bidder should not have been blacklisted by any Bank, Financial Institution, Govt. since the last 3 financial years
5	No Partnership / Consortium bidding is allowed.
6.	The public cloud infrastructure offered by the bidder for hosting the solution much necessary be empaneled with MeitY for offering requisite cloud services.

Note:

1. The bidder should comply with all the above mentioned criteria. Non-compliance of any of these criteria will entail summarily rejection of the Bid. Only those bids which fulfil all the minimum eligibility criteria will qualify for further evaluation. It may be noted that the experience and average turnover criteria mentioned in the above table stands relaxed for MSEs and Start-ups in terms of Ministry of Micro, Small & Medium Enterprises (MSMEs)

Policy Circular No. 1(2)(1)/2016-MA dated 10 March, 2016.

2. Copies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. NABSanrakshan reserves the right to verify / evaluate the claims made by the bidder independently.

3. Reference Customer Name and Contact information is required to be provided to NABSanrakshan with whom discussion can be done.

4. One bidder cannot submit more than one bid. In case more than one bid is submitted by the bidder, all the bids of that bidder will be rejected.

5. Two firms / companies / organizations shall not partner with each other to bid jointly for this project. The bidder shall be responsible to carry out the entire end-to-end implementation of the solution as per the scope of work specified in this RFP.

4.1. Preparation of Bids

4.1.1 The bidder should submit the response to the RFP by way of a Bid comprised of:

a. Technical Bid indicating the response to the technical requirementspecifications and functional requirement specifications. This includes submission of documents listed in **Appendix C** including Executive Summary of the Bidder's Response.

b. Commercial Bid furnishing all the relevant Financial/Commercial information as required.

4.1.2 The bidder in the Executive Summary should furnish synopsis of their responses to the RFP in not exceeding 15 pages. The Executive Summary should include:

a) A brief write up relating to their capability, past experience of similar solution.

b) A synopsis of the understanding of the business requirements

c) A diagrammatical and brief explanation of the architecture of the proposed solution including decision making, business analytics, reports including security architecture.

d) The cloud infrastructure and software requirements, data models, technologies, data management, storage, backup, recovery, etc.

e) The proposed software, their suppliers and past successful deployments

f) Any other relevant recommendation that the Bidder has to make.

4.1.3 It should be specifically noted that the contents of Technical offer must not reveal commercials.

4.1.4 The bidder has to furnish all information required as per the RFP. Bidders are required to quote for all the components mentioned in Commercial Bid format. In case the bidders do not quote for any of the components, the response would be deemed to include the quote for such unquoted components. NABSanrakshan may at its discretion wherever beneficial, procure licenses for some software separately, based on any existing agreements entered into for purchase of such software.

4.1.5 The response to the Bid should not carry any sections like clarifications, 'as orallytold', 'to be discussed', interpretations, assumptions and/or conditions. Filling up of the information using terms such as "OK", "accepted", "noted", "complied", "as given in brochure / manual" is not acceptable.

4.2. Authorized Signatory

The bidder shall submit the Bid authenticated by an authorized person from any oftheir offices in India, preferably from an office of the bidder located in Mumbai(a certified copy of the letter of authority/board resolution in this regard shall be furnished along with the Bid). The bidder's authorized signatory shall authenticate by sign and seal, each page of the Bid in original and photocopies including brochures / pamphlets / write-up etc. Bids with eraser / over writing /cutting are liable to be rejected. If required, the corrections can be made by scoring out entries and writing afresh and the authorized signatory should authenticate such corrections.

4.3. Cost of Preparing Bids

The cost of preparing the response to this RFP and submission of the Bid will be borne only by the bidder and NABSanrakshan will not be liable for payment of any such costs, regardless of conduct or outcome of the bidding process.

4.4. Clarification on RFP document/ Request for Additional Information

The bidder shall carefully examine and understand the specifications / conditions of the RFP,

intent of the RFP and seek clarifications in accordance with the RFP, if required to ensure that they have understood all specifications /conditions / intent of RFP for implementing the CGMS in total.

i. All queries relating to the RFP, technical or otherwise, must be in writing only i.e. either via physical or electronic mail (to the designated NABSanrakshan officials/cgms@nabsanrakshan.org.) as per the Pre-Bid Query format attached at **Annexure- I** on or before the date as indicated in the **Critical Information** section.

ii. NABSanrakshan will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidder in the manner specified.

iii. However, NABSanrakshan will not answer any communication reaching the company later than the prescribed date and time.

4.5 Pre-Bid Meeting

4.5.1 NABSanrakshan shall hold a pre-bid meeting on the date and time mentioned in **'Critical Information'** section. Purpose of the meeting is 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. Pre-bid meeting may be online/offline.

4.5.2 It would be the responsibility of the bidder's representatives (maximum of two people per bidder) to be present at the meeting.

4.5.3 Clarification sought by bidder should be made in writing (Letter/E-mail), as per Pre Bid Query Format and submitted on or before the date as indicated in the Critical Information sheet. NABSanrakshan has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting but shall not be obliged to do so.

4.5.4 The text of the clarifications asked (without identifying the source of enquiry) and the response given by NABSanrakshan, together with amendment / corrigendum to the bidding document, if any, will be posted on NABSanrakshan's website (www.nabsanrakshan.org) and NABARD's website (www.nabard.org) after the pre-bid meeting on or before the date as indicated in the Critical Information sheet. It would be responsibility of the bidder to check

thewebsites before final submission of Bids.

4.6 Amendment to the bidding document

NABSanrakshan may modify the RFP by issuing addenda for any reason, at any time prior to final date of submission of response to RFP.

4.6.1 The addendums to the RFP s issued from time to time would be posted on NABSanrakshan's website (www.nabsanrakshan.org) and NABARD's website (www.nabard.org). These will be binding on all bidders and such addendums will be deemed to form part of RFP.

4.6.2 NABSanrakshan, at its discretion, may extend the deadline for the submission of Bids.

4.6.3 All bidders should ensure that such clarifications/amendments have been considered by them before submitting the Bid. NABSanrakshan will not have any responsibility in case of any bidder not having considered or perused the clarifications/amendments.

4.7 Language of Bid

The Bid prepared by the bidders as well as all correspondence and documents relating to the Bid exchanged by the bidder and NABSanrakshan and supporting documents and printed literature shall be in English.

4.8 Bid Currency

Bids should be quoted in Indian Rupees only.

4.9 Earnest Money Deposit (EMD)

4.9.1 All the responses should be accompanied by a refundable Interest Free security deposit of of Rs. 20,00,000/- (Rupees Twenty Lakh Only).

4.9.2 EMD should be in the form of online remittance / Bank Guarantee.

4.9.3 Details of NABSanrakshan's Bank Account for online remittance of EMD are as under:

Beneficiary Name	NABSanrakshan Trustee Pvt. Ltd.
Account Name	NABSanrakshan Trustee Pvt. Ltd.
Account Number	344905001180
IFSC Code	ICIC0003449
Branch Name	BKC Branch
Bank Name	ICICI Bank

The UTR No. for this transaction has to be indicated in the Technical Bid Document.

4.9.4 Bank Guarantee (BG) in lieu of EMD should be from a Scheduled Commercial Bank and should be valid for a period of 6 months from the last date of submission of Bid . BG in lieu of EMD should be strictly in the format as prescribed in **Annexure - X.**

4.9.5 Any Bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

4.9.6 The EMD amount / BG of all unsuccessful bidders would be refunded/returned immediately upon happening of any the following events:

a) Issue of LoI / purchase order to the successful bidder; **OR**
b) The end of the Bid validity period, including extended period (if any); **OR**
c) The cancellation of Bid process; **OR**
d) Receipt of the signed contract from the selected bidder; whichever is earlier.

4.9.7 Successful bidder will be refunded the EMD amount / BG only after submission of Performance Bank Guarantee (for an amount equivalent to 5% of the contract price) by the bidder.

4.9.8 The Bid security (EMD) 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/ forged/ incorrect at any time prior to signing of the Contract.

c. If a bidder fails to submit duly filled price breakup as per format given in **Annexure –XV** (Commercial Bid).

d. In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase Order or sign

the Contract or fails to furnish performance guarantee.
In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of NABSanrakshan's tenders / RFP.

4.10 Period of Validity of Bids

4.10.1 Prices and other terms offered by Bidders should be firm for an acceptance period of 180 days from last date of bid submission. NABSanrakshan holds the rights to reject a bid valid for a period shorter than 180 days.

4.10.2 In exceptional circumstances NABSanrakshan may solicit Bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional and irrevocable. The Bid security provided shall also be extended.

4.10.3 NABSanrakshan, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

5. BID SUBMISSION & OPENING OF BIDS

5.1 Submission of Bids

5.11.1 Physical Bid

Bidders shall submit their bids strictly conforming to the schedule and terms and conditions given in RFP. Failure to furnish all information required as per the RFP or submission of Bids not responsive to the RFP in every respect will be at the bidder's risk and shall be liable for rejection by NABSanrakshan.

A. The Bidder shall submit the original hard copy of the Technical bid (along with documents as per Document check list given in **Appendix C**) and Commercial bid (in the format furnished in **Annexure-XV**) sealed in two separate envelopes. These envelopes should then be placed together in a single sealed envelope and dropped in the tender box kept at NABSanrakshan's Registered Office.

B. With the submission of the Bid, the bidder acknowledges that they have carefully studied and understood the RFP in complete.

C. The Bid either technical or commercial, submitted cannot be withdrawn / modified after submission of Bid.

D. Relevant documents should be submitted as proof wherever necessary. Faxed copies of any submission are not acceptable and will be rejected byNABSanrakshan.

E. The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer.

F. Responses should be concise and to the point. Submission of irrelevantdocuments should be avoided.

G. If the Bids do not contain all the information required or is incomplete, theproposal is liable to be rejected.

5.2 Deadline for submission of Bids

5.2.1 The Bids should be received by NABSanrakshan at the specified address not later than the date and time specified in "**Critical Information"** section.

5.2.2 NABSanrakshan may, at its discretion, extend the deadline for submission of Bidsby

amending the Bid documents, in which case, all rights and obligations of NABSanrakshan and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

5.3 Late Bids

Bids submitted after the deadline will **NOT be** accepted under any circumstances.

5.4 Modification and/ Or Withdrawal of Bids

5.4.1 No Bid may be modified or withdrawn after the deadline for submission of Bids.

5.4.2 NABSanrakshan has the right to reject any or all Bids received without assigning any reason whatsoever. NABSanrakshan shall not be responsible for non-receipt / non- delivery of the Bid documents due to any reason whatsoever.

5.5 Conditional Bids

Conditional Bids shall not be accepted on any ground and may be rejected straightway. If any clarification is required, the same should be obtained in accordance with the RFP before submission of Bids. Deviations, if any, are to be specified as per **Annexure IX.**

5.6 Contacting NABSanrakshan

5.6.1 Bidder shall not contact NABSanrakshan on any matter relating to its Bid, from the time of opening of Bid to the time of communication in writing about its qualification or otherwise received from NABSanrakshan.

5.6.2 Any effort by the bidder to influence NABSanrakshan in its decisions on Bid evaluation may result in the rejection of the Bidder.

5.7 Rejection / Acceptance of Bid

NABSanrakshan reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of NABSanrakshan in this regard shall be final, conclusive, and binding on the bidder.

5.8 Cancellation of Bid

NABSanrakshan reserves right to re-issue/re-commence the entire bid process and or any part in case of any anomaly, irregularity or discrepancy in regard thereof without assigning any reason whatsoever, at the sole discretion of the company. Any decision in this regard shall be final, conclusive, and binding on the bidder.

5.9 Opening of Bids

5.9.1. Opening of Technical Bids

5.9.1.1 The Technical Bid shall be opened on 13/09/2024 at 3.30 pm by NABSanrakshan Committee at NABSanrakshan office in NABRAD, Plot C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051. The bidder representative may be present during the Bid opening at our office address mentioned above well in time along with Authorization letter from the company. The Bidder's representatives who are present shall sign a document evidencing their attendance.

5.9.1.2 The bidders may note that no further notice will be given in this regard. Further, in case NABSanrakshan does not function on the aforesaid date due to unforeseen circumstances or holiday then the Bid will be accepted up to 3:00 pm on the next working day and the Bids will be opened at 3:30 pm.

5.9.1.3 If any of the Bidder who have submitted the Bid and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and NABSanrakshan at its discretion will proceed further with opening of the Technical Bids in their absence.

5.9.1.4 Date & time for opening of Technical Bid can be changed by NABSanrakshan without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the bidders by publishing on NABSanrakshan's website (www.nabsanrakshan.org) and NABARD's website (www.nabard.org) for enabling them to be present during the Bid opening.

5.9.1.5 The bidder name and presence or absence of requisite EMD and such other details, as NABSanrakshan, at its discretion may consider appropriate, will be announced at the time of Technical Bid opening. No Bid shall be rejected at the time of Bid opening.

5.9.1.6 Commercial Bid of only those Bidders who qualify the Technical Bid evaluation will

be opened. A separate intimation will be sent to Bidders who qualify the Technical Bid evaluation.

5.9.1.7. Unsuccessful Bidders will be informed of their position. No scores or further breakdown of the evaluation will be communicated to any unsuccessful Bidders.

5.10 Pre-Contract Integrity Pact

5.10.1 Pre-Contract Integrity Pact is an agreement between the prospective Bidderand the buyer committing the persons / officials of both the Parties not to exercise any corrupt influence on any aspect of the Contract.

5.10.2 The Bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure XII** on non-judicial stamp paper of requisite value (to beborne by the Bidder) applicable at the place of its first execution along withthe minimum eligibility Bid. Bidder may kindly note that documents required on stamp paper will have to be given on stamp paper and cannot be given on the company letter head.

5.11 Release from Liability

It shall be deemed that by submitting the Bid, the bidder agrees and releases NABSanrakshan, its directors, employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses,damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunderand in connection with the bid process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have inthis respect, whether actual or contingent, whether present or in future.

5.12 Conflict of Interest

5.12.1 The scope of this clause only extends to the bid process and to that extent, any conflict of interest, shall fall within the scope of the provision and render the bidder ineligible.

5.12.2 No bidder shall have a conflict of interest that affects the bid process. If anybidder is found to have a conflict of interest, such bidder shall standdisqualified and NABSanrakshan shall be entitled to invoke the bid/performance security/bond, as the case may be. A bidder

shall be deemed to have a conflict of interest affecting the bidding process, if:

5.12.2.1 the bidder and/or their respective Affiliates (or any constituent thereof) have common controlling shareholders or other ownership interest in any other bidder and/or their respective Affiliates (or any constituent thereof). However, such disqualification shall not apply in cases where:

(a)**.** the direct or indirect shareholding of a bidder and/or their respective Affiliates (or any constituent thereof) in any other bidder and/or their respective Affiliates, is less than 25% (twenty-five per cent) of the subscribed and paid up equity share capital thereof; and/or

(b). the ownership is by a bank, insurance company, pension fund or a public financial institution as defined under Section 2 (72) of the Companies Act, 2013 or a foreign portfolio investor.

5.13 Disqualifications

5.13.1 In addition to the grounds for rejection/disqualification mentioned elsewherein this RFP, NABSanrakshan shall have the right, in its sole discretion, to disqualify any bidder for one or more of the following grounds:

a. declaration of any of the Bidder as ineligible due to corrupt or fraudulentpractices, in any prior tender process in the past or black listing by NABSanrakshan;
b. the Bid not being accompanied by any supporting documents or Annexes required to be submitted in accordance with the RFP;
c. submission by the bidder of more than one Bid or submission of a conditional Bid;
d. failure to comply with the requirements of the RFP or the Bid being non-responsive to the requirements of the RFP, for reasons including but notlimited to the Bid not being signed, sealed or marked as stipulated in theRFP, not containing all the information as required in the RFP or in the format as specified in the RFP;
e. failure to furnish the EMD as per the RFP;
f. if the Bid contains incorrect/ inaccurate/ incomplete/ misleadinginformation or if the Bid contains any misrepresentation;
g. if the bidder has not paid any of its dues payable to NABSanrakshan which have become payable on or before submitting the Bid;
h. there is a conflict of interest as specified in Clause 5.11 above and/or

i. a Bid is submitted beyond the deadline specified in the RFP.

6. EVALUATION METHODOLOGY

6.1 Objectives of the Evaluation Methodology

6.1.1 The objective of the evaluation process is to evaluate the Bids to select a capable and best fit bidder at a competitive price. The evaluation at NABSanrakshan will be undertaken by TEC. The bidder will make presentation to the TEC. The decision of the TEC shall be considered final.

6.1.2 The 'Technical Bid' will contain the exhaustive and comprehensive technical details whereas the 'Commercial Bid' will contain the pricing information. The Technical Bid shall NOT contain any pricing orcommercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.

6.1.3 Evaluation will be in 3 phases and will be based on the following three criteria.

- Minimum Eligibility Criteria
- Technical Bid
- Commercial Bids

NABSanrakshan shall first evaluate the bids for 'Eligibility Criteria' and based on its evaluation, 'Technical Evaluation' shall be undertaken only for those bids that qualify the 'Eligibility Criteria' . Alleligible Technical Bids will be evaluated, and a technical score would be arrived at. Subsequently Commercial bids shall be opened for only those bids clearing the technical evaluation stage. The remaining Commercial Bids, if any, shall not be opened.

6.1.4 Final weighted evaluation score will be calculated in the ratio of technical 70% and commercial 30%.

6.1.5 NABSanrakshan may call for any clarifications/additional information required, ifany, on the Bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional sought by NABSanrakshan are not submitted within the specified date and time.

6.1.6 NABSanrakshan reserves the right to call for presentation/s etc., from the Bidders based on Technical Bids submitted by them. NABSanrakshan also reserves the right to enquire discreetly with references provided by the Bidders regarding previous engagements

undertaken by the Bidder. Based upon thefinal technical scoring, the eligible Bidders shall be short listed for final Commercial Bid opening.

6.2 Minimum eligibility Criteria

6.2.1 Bids submitted by all the Bidder would be first evaluated for eligibility as per the Minimum Eligibility criteria prescribed in RFP. Bids not complying with any of the Minimum eligibility criteria are liable to be rejected and will not be considered for further evaluation. Only Successful bids out of this stage would be considered for technical evaluation.

6.3 Technical Evaluation

6.3.1 The technical bids would be evaluated on the basis of responses by Bidder to the detailed scope of work.

6.3.2 NABSanrakshan reserves the right to seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the Bidders within the stipulated time, the respective technical parameters would be treated as non-compliant.

6.3.3 Technical bids would be evaluated on the following broad parameters:

S.No.	Parameter	Weighted Maximum Score
A	Functional & Technical Parameters	70
B	Presentation	10
C	Proof of Concept	10
D	References / Site Visit	10
	Total	**100**

6.3.4 The bidder is required to obtain **atleast 60% marks in each of the above parameters**. Only such bids which satisfy this minimum 60% marks criteria for the

each of the four parameters shall be assigned an Overall Technical Score (OTS).

6.3.5 The **Overall Technical Score (OTS)** for each bidder will be calculated as follows:

OTS = T / T high * 100

Where

OTS - Overall Technical Score obtained by the Bidder

T - Technical score obtained by bidder

T high - Highest Technical score secured among the Bidders

6.3.6 Technical Bids receiving an OTS greater than or equal to a score of 60% (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.

6.3.7 In case none of the participating bidders qualify on evaluation criteria by reaching or exceeding the cut off score of 60% in each of the four parameters, then NABSanrakhan, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 50%. In case at-least two participants have not scored 50%, then NABSanrakshan reserves the right to follow any other process in line with NABSanrakshan policies and procedures. However, this would be at the sole discretion of NABSanrakshan.

6.3.8 Overall Technical Score (OTS) of the technically qualified bids would be announced before the representatives of the Bidders and only the commercial bids of those Bidders would be opened for commercial evaluation.

6.4 Commercial Evaluation

6.4.1 Only the Bid that are found technically qualified in Technical Evaluation will be considered for commercial evaluation.

6.4.2 The date for opening of commercial bids will be separately advised.

- NABSanrakshan will determine whether the Financial Proposals are complete, and unconditional.

➢ The Final Commercial Quote (FCQ)/ Total Cost of Ownership (TCO) of the bidder is the amount quoted in the commercial bid.

TCO= A+B+C

Wherein: A is Core Cost, B is Change Request Cost and C is Other Cost (Refer to commercial bid)

➢ Formula for determining the financial scores is as follows:

NS = (FM/ FCQ) * 100 (adjusted to 2 decimals)

➢ FM is the lowest FCQ of the Bidder and

➢ FCQ is the price quoted by the respective bidders under consideration.

6.4.3 The final evaluation of the tender will be done using the QCBS (Quality and Cost Based Selection) method, following the 70:30 ratios for QCBS (i.e. 70% weightage for Technical Score and 30% weightage for Commercial Score).

6.4.4 As per the QCBS method, we shall follow the below given steps in finding the rankings of the shortlisted bidders.

➢ The weightage given to the technical and financial proposals are Technical = 0.70 and Commercial = 0.30

➢ Combined total score (S) = (OTS x 0.70) + (NS x 0.30)

Where OTS is the Overall Technical Score of that bidder, and NS is the Normalized Commercial Score.

The Bidder, based on final weighted evaluation score calculated in the ratio of technical 70% and commercial 30% is found to be the Highest, will be selected for further discussion for finalizing contract / placing PO or LOI subject to satisfying all the terms and conditions defined in this RFP document.

7. SPECIAL TERMS AND CONDITIONS

7.1 Duration of Contract

7.1.1 The total period for development and implementation of CGMS and making it Go-Live should not exceed 09 months from the start date of execution of work order (start date of execution of work as defined in table 7.2.3).

After Go-live and acceptance of the CGMS, the bidder will support the solution for 4 years out of which 1st year will be warranty period and next 3 years will be AMC periods. The project period will be of 4 years after CGMS is made Go-Live.

7.1.2 NABSanrakshan will enter into a contract with the selected bidder for the project and the same should be extendable up to 1 year or part thereof, if NABSanrakshan so desires on the same terms and conditions and cost of AMC for the third year plus maximum increment of 5% of third year AMC cost.

7.2 Award and Signing of Contract

7.2.1 Selected bidder would be issued Purchase Order (PO) on final selection andcompletion of internal approval formalities of NABSanrakshan. At any time prior to issuance of the PO, NABSanrakshan reserves the right to accept or reject any or all Bid and to annul the bid process, without incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for NABSanrakshan's action. The bidder shall not be entitled to make any claim against NABSanrakshan on account of such rejection or annulment.

7.2.2 The selected bidder has to return the duplicate copy of the PO within 7 working days of issue of PO, stamped and signed by Authorized Signatory as token of acceptance.

7.2.3 Expected Timeline Schedule for award and signing of Contract

Sr. No	Particulars	Timelines
1	Date of Issue of PO (Zero Date)	Selected bidder would be issued Purchase Order (PO) on final selection and completion of internal approval formalities of NABSanrakshan

2	Date of Acceptance of PO	Within 07 working days from the date of issue of PO
3	Date of signing of Contract and SLA	Within 15 working days of acceptance of PO
4	Start date for execution of work	Within 07 working days of signing of SLA

7.3 Price

7.3.1 Prices quoted by the Bidders should be inclusive of all local taxes, GST, duties, levies, transportation costs etc.

7.3.2 Once a Contract Price is arrived at, the same should remain firm and should not be subject to escalation during the performance of the Contract due to changes in costs related to the materials and labour or other components or for any other reason.

7.3.3 Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods/ Services at site including incidental services and commissioning.

7.3.4 While any increase in the rates of applicable taxes or impact of new taxes imposed by the Central or State Governments of India, subsequent to the submission of commercial Bid shall be borne by NABSanrakshan, any subsequent change in the rates of applicable taxes or impact of new taxes shall be passed on to NABSanrakshan in its favour. This will remain applicable throughout the Contract Period.

7.3.5 No other cost whatsoever will be paid by NABSanrakshan.

7.4 Payment Schedule

Payment will be made in phased manner as under:

Payment Terms

First Payment will be released only after the signing of SLA by the selected bidder (completion of all formalities related to contract signing including submission of all undertakings/ documents and Performance Guarantee as required by PO). Payment for subsequent phases will be made only after payment of previous phases has been released and entire project code (all components) of all previous phases is submitted to NABSanrakshan in working condition.

Payment of any phase / milestone will be made after deducting TDS/ other taxes and applicable penalty pertaining to the phase/milestone. Following would be the payment schedule based on the project phase / milestone.

Sl. No	Description	Payment Term - % of Implementation Cost (As mentioned in commercial bid)
I	Signing of the SLA (completion of all formalities related to contract signing including submission of all undertakings/ documents and Performance Guarantee as required by PO)	10%
II	Completion of UAT and User Acceptance certificate Signoff by both the parties	40% (After adjustments, If Any)
III	Deployment of Production environment (Delivery) and completion of Data Migration	20% (After adjustments, If Any)
IV	Post Go-live and acceptance of the whole solution, signoff by both the parties	30% (After adjustments, If Any)

The above payment structure shall be for Application delivery and as per NABSanrakshan's acceptance for declaring the above milestones as completed.

Payment for other services including warranty support, AMC shall be made on quarterly basis after adjustments, if any.

All the payments including refund of EMD will be made by NABSanrakshan Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by

authorized official and bidder's Banker] Bank Mandate Form as per format prescribed in **Annexure- XI.**

Any additional payment as mentioned as indicated in commercial bid shall be based on cost as provided by bidder in commercial bid. This shall be made only post acceptance of NABSanrakshan regarding any additional work to be executed under change management and upon acceptance of NABSanrakshan regarding the number of manpower that may be required for defined time frame / number of months to execute that additional task.

No additional amount shall be paid to the bidder in case there is no pre-approval taken by bidder from NABSanrakshan for any additional cost / work apart from the ones mentioned under commercials.

Deduction of Income Tax, Goods and Services Tax and other applicable statutory duties would be as per the extant laws.

7. 5 Termination of Contract

i. NABSanrakshan may terminate this Agreement by giving a 90 (ninety) days prior written notice to the Service Provider without assigning any reason.

ii. NABSanrakshan shall have the right to terminate the Contract with the selected Service Provider at any time during the Contract Period, by giving a written notice, for reasons, including but not limited to the following:

a. If the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract or within any extension thereof granted by NABSanrakshan pursuant to conditions of the Contract; or

b. If the Service Provider fails to perform any other obligation(s) under the Contract and fails to cure such non-performance within 30 (thirty) days from date of the written notice informing the Service Provider of such non-performance; or

c. discrepancies / deviations in the processes and/or products agreed to be delivered by the Service Provider as per the terms of the Contract and fails to cure such discrepancy / deviations within 30 (thirty) days from date of the written notice informing the Service Provider of such non-performance; or

d. If a Service Provider makes any statement, representation, warranty or furnishes any form in relation to the Services, which turns out to be false/ forged/ incorrect at any time during

the Contract Period; or

e. Violation of terms & conditions stipulated in this RFP or under the Contract and fails to cure such breach within 30 (thirty) days from date of the written notice informing the Service Provider of such non-performance; or Failure in following security standards laid down by NABSanrakshan under the Contract.

7.6 Termination for insolvency

7.6.1 Upon occurrence of an event of dissolution of the selected Service Provider, whether by operation of Applicable Law or otherwise, commencement of winding up or insolvency proceedings of the selected Service Provider or assignment by the selectedService Provider for the benefit of its creditors, or the Service Provider passing a resolution for voluntary winding up, or appointment of a receiver, the Service Providershall immediately provide a written notice to NABSanrakshan informing NABSanrakshan of occurrence of such event. NABSanrakshan may at any time subsequent to receipt of suchnotice from the Service Provider have the right to terminate the Contract forthwith.

7.6.2 The Service Provider is entitled to retain all payments made for services availed till the date of termination of the contract.

7.7 Consequences of Termination

i. In case of termination of the Contract by NABSanrakshan pursuant to Clause 7.5.i, any payments made by NABSanrakshan to the Service Provider (for period frwhich Services are not availed) would necessarily have to be returned to NABSanrakshan.

ii. In case of termination of the Contract by NABSanrakshan pursuant to Clause 7.5.ii, any payments made by NABSanrakshan to the Service Provider (for periodfor which Services are not availed) would necessarily have to be returned to NABSanrakshan with interest @ 15% per annum. Further, the Service Provider shall compensate NABSanrakshan for any direct Losses incurred by NABSanrakshan due to the termination of the Contract and any additional expenditure to be incurred by NABSanrakshan in appointing any other service provider for the Services.

iii. In the event NABSanrakshan terminates the Contract in whole or in part for any

reason, NABSanrakshan may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and theService Provider shall be liable to NABSanrakshan for any excess costs for such similarsystems or services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

iv. Upon termination, the Service Provider shall ensure transition of Services and co-operate with NABSanrakshan in the manner as set out in clause 8.15.

7.8 Periodic Review & Inspection

7.8.1 NABSanrakshan shall have the right to conduct periodic review and inspection, asand when required, to review Service Provider's performance, financial stability, service reliability, and compliance with the SLA.

7.8.2 NABSanrakshan shall have the right to conduct, at the cost of Service Provider, a periodic inspection on the systems, books and records in relation to the Project, as maintained by the Service Provider to ensure quality control and compliance of the Service Provider with the Business Requirements Document and Technical Architecture as well delivery timelines. The inspection may be conducted by NABSanrakshan or through third party experts appointed by NABSanrakshan. In the event any deficiency is determined by NABSanrakshan pursuant to such inspection, the Service Provider shall rectify such deficiency within timelines prescribed by NABSanrakshan and shall issue certificate of compliance to NABSanrakshan.

7.9 Project Timelines

7.9.1 The project (project implementation, data migration, Reports etc.) should Go-Live within 09 months from the start date of execution of the project.

7.9.2 NABSanrakshan will consider the inability of the Bidder to deliver the Services within the specified time limit, as a breach of Contract.

7.9.3 NABSanrakshan shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in the SLA.

7.10 Liquidated Damages

Time is essence of the Contract and NABSanrakshan expects the bidder to complete the project to go live within the period of 09 months from start date of execution of work order and provide warranty support and AMC as per the implementation plan specified in the RFP. If the bidder fails to:

a. To deliver any or all Deliverables; or

b. To complete the development and execution of the CGMS as per the timeschedule given in the RFP; or

c. To commence Services within the time specified as per the terms of the RFP; or

d. To perform the Services and extend the support that meets the requirements as stipulated in the RFP within the time specified in the RFP; or

e. To maintain the uptime of the 99.99% of the system post Go-Live;

NABSanrakshan shall without prejudice to its other rights and remedies under and in accordance with the terms of RFP deduct liquidated damages from payments due to the Service Provider. Inability of the Service Provider to fulfil the requirements as per scope or to meet the timelines as specified would attract liquidated damages and shall be entitled to invoke the guarantees furnished by the bidder to the extent of the liquidated damages applicable.

Except as otherwise provided under the SLA for any non-performance or delay in performance of obligations by the Service Provider, if the Service Provider fails to deliver any or all of the Deliverables or perform the Services within the time period(s) specified in the Contract, NABSanrakshan shall, without prejudice to its other remedies underthe Contract, deduct from the payments due to the Service Provider, as liquidated damages, a sum equivalent to 0.5% of TCO per week of delay until actual delivery or performance, subject to maximum deduction of 10% of the TCO and shall be entitled to invoke the guarantees furnished by the bidder to the extent of the liquidated damages applicable. In the event that the penalty has reached maximum deduction of 10% of TCO, NABSanrakshan reserves the right to cancel the contract.

NABSanrakshan reserves the right to recover the liquidated damages from any payment to be made under this Contract for CGMS. The liquidation damages represent a genuine pre-

estimate of the loss or damage that NABSanrakshan may suffer due to delay, non-performance or breach in performance of the obligations by the Service Provider.

It is further clarified that:

i. NABSanrakshan has the right to enforce liquidated damages by way of set off.
ii. Overall liability will be calculated as per applicable laws.
iii. NABSanrakshan cannot take the responsibility of establishing the reasons for delay, unless delay is attributable to force majeure event, which is provided for under the RFP, the delay shall attract liquidated damages.

7.11 Acceptance

i. NABSanrakshan shall be entitled to verify and examine the CGMS, and each program, solution or other component thereof upon delivery.
ii. The Service Provider shall assist NABSanrakshan in undertaking the User Acceptance Test for each Deliverable. The User Acceptance Test shall comprise of: (I) Function test (ii) robustness test (iii) integrity test (iv) capacity and response time test (v) review of all Documentation (vi) installation test and (vii) test of operating procedures, as applicable to the relevant Deliverable.
iii. In the event any Deliverable is not in accordance with the Technical Architecture and Scope, or is defective in any way, or are otherwise not to the satisfaction of NABSanrakshan, then within 30 (thirty) days from such delivery, NABSanrakshan shall notify the selected Service Provider of the same ("**Defect Notice**"). Service Provider shall, upon receipt of such Defect Notice from NABSanrakshan, promptly and in any event no later than 4 (four) days from the date of the Defect Notice, replace the relevant Deliverable specified in the Defect Notice, at its own cost and expense. Any Deliverable delivered by the selected Service Provider to NABSanrakshan in replacement of any previously delivered Deliverable shall undergo the same process as setout above with respect to verification of defect and replacement. The resultsof the User Acceptance Test shall be recorded in writing.
iv. Project will be accepted once the complete solution is implemented at NABSanrakshan and the users are able to generate reports and run use cases as specified by

NABSanrakshan. Upon acceptance, the Service Provider shall handover control and administration of the Deliverable by providing complete access and all passwords, usernames, credentials, authenticators etc., as required.

v. The Service Provider shall obtain Acceptance Certificate/s from NABSanrakshan,which would contain the date of acceptance only post fulfilment of Scope of work in respect of the entire Solution.

vi. NABSanrakshan will not agree to a deemed approval clause.

8. OTHER TERMS AND CONDITIONS

8.1 Use of Contract Documents and Information

8.1.1 The Supplier shall not, without NABSanrakshan's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of NABSanrakshan in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

8.1.2 The Supplier will treat as confidential all data and information about NABSanrakshan, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other Party without the prior written approval of NABSanrakshan.

8.2 Personnel and Inspection of Records

8.2.1 The Service Provider shall coordinate with the authorised representatives of NABSanrakshan, for continuous monitoring and assessment by NABSanrakshan of the Services provided under the Contract.

8.2.2 The Service Provider shall appoint sufficient number of individuals in order to ensure that the Services are provided to NABSanrakshan in a proper, timely and efficient manner. Any change in the designated team of personnel appointed for the Services, shall be subject to prior written approval from NABSanrakshan. NABSanrakshan reserves the right to accept the manpower deployed by the bidder; bidder must within 7 days replace the resource in case NABSanrakshan's official find the deployed resource incompatible as per the required skillset. Bidder shall be entirely responsible for the resource's cost, performance, behaviour, discipline, and all labour/tax related compliance as the resource shall not be of NABSanrakshan; he/she shall be bidder's employee deployed on site at NABSanrakshan at NABSanrakshan's demand and requirement. Service Provider shall:

a. in consultation with NABSanrakshan deploy engineers and provide one month's notice for any changes to the engineers.

b. shall also make services of one support engineer available on-site for one year at NABSanrakshan after final acceptance of the solution to ensure availability of solution and coordination with other stakeholders as per requirement of NABSanrakshan. NABSanrakshan has right to engage additional engineer at same cost during the period of contract.

8.2.3 The Service Provider shall maintain electronic books of accounts, log-books and any other operating records that it may deem necessary in connection with the rendering of Services under this Contract. The Service Provider shall retain all such electronic books of accounts and operating records relating to the Services for a period of 7 (seven) years after the completion of the Services or earlier termination of the Contract.

8.2.4 In order to enable NABSanrakshan to comply with Applicable Laws, the Service Provider shall furnish such documents and information, in addition to the books and electronic records maintained by the Service Provider in terms of Clause 8.2.3 (Personnel and Inspection of Records) above, as may be requested by NABSanrakshan, from time to time, in relation to the Services rendered by the Service Provider under the Contract, provided that the cost and expenses incurred in providing such documents and information (other than books and records maintained) by the Service Provider shall be borne by NABSanrakshan.

8.2.5 During the Contract Period and thereafter, subject to receipt of advance notice of [3 (three)] Business Days from NABSanrakshan, the Service Provider shall permit NABSanrakshan and/or its Authorized Representative(s) to, during normal business hours on any Business Day, access its premises to inspect the electronic records maintained by the Service Provider in relation to the Project.

8.2.6 If required under Applicable Law, the Service Provider shall, during the Contract Period and thereafter, provide access to any Governmental / Regulatory Authority to inspect records, documents, books and accounts of the ServiceProvider maintained in relation to the Services rendered under the Contract.

8.3 Subcontractors

8.3.1 Subcontracting or delegation of its obligations by the selected Service Provider is explicitly prohibited, except with the prior written consent of NABSanrakshan in relation to

subcontracting or delegation; and provided that the selected Service Provider shall inform such sub-contractor of the confidential nature of information, which may be shared pursuant to such sub-contracting or delegation by the selected Service Provider and procure that such sub-contractor is bound by the confidentiality obligations that are materially similar to those set out in Clause 8.20 of this RFP.

8.3.2 Unless NABSanrakshan specifically approves appointment of any sub-contractors submitted by the selected Service Provider, the request shall be deemed to have been rejected and not approved by NABSanrakshan.

8.3.3 In relation to a sub-contractor appointed in terms of this Clause 8.3.3 NABSanrakshan may, withdraw its approval and direct the selected Service Provider to terminate the appointment of such subcontractor with immediate effect or within such other period as may be prescribed by NABSanrakshan in its sole discretion, if NABSanrakshan reasonably determines that the subcontractor is in breach any terms of the Contract or if NABSanrakshan is not satisfied with the quality of Services rendered by such sub-contractor. Upon receipt of notice by the selected Service Provider, the selected Service Provider shall be required to terminate the appointment of such sub-contractor, provided that nothing contained in this Clause 8.3.3 shall effect the right of the selected Service Provider to appoint any other sub-contractor in terms of this Clause 8.3.3.

8.3.4 A copy of contract details entered between the selected Service Provider and the sub-contractor shall be made available by the Service Provider to NABSanrakshan within 7 (seven) days of engaging the sub-contractor.

8.3.5 Even if subcontracting by the selected Service Provider is permitted at any time by NABSanrakshan, the selected Service Provider shall be and remain responsible for all the Services provided to NABSanrakshan to the same extent as if such obligations were performed entirely by the selected Service Provider. The selected Service Provider shall be responsible for ensuring that the sub-contractor complies with all security requirements of the Contract and NABSanrakshan shall have the right to obtain independent audit report for the compliance. duplicity in resources due to subcontracting and related costs will be borne by service provider.

8.4 Governing language

8.4.1 The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

8.4.2 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied / Services provided. The language of the documentation should be English.

8.5 Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

8.6 Compliance with all Applicable Laws

The Service Provider shall undertake to observe, adhere to, abide by, comply with and notify NABSanrakshan about all Applicable Laws, pertaining to or applicable to the Service Provider, its business, employees or its obligations towards them, and all purposes of this RFP and the Contract.

8.7 Compliance in obtaining approvals / permissions / licenses

The Service Provider shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Project or for the conduct of their own business under any Applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the Contract Period.

8.8 Performance security

8.8.1 The selected Service Provider(s) shall provide performance security in the form of a Performance Bank Guarantee ("Performance Bank Guarantee / PBG") from a scheduled commercial bank for an amount equivalent to 5% of the Contract Price. The PBG should be submitted within 15 days form the Acceptance of Purchase Order (PO). If the PBG is not submitted, NABSanrakshan reserves the right to cancel the Contract.

8.8.2 The PBG shall be in force throughout the Contract Period and NABSanrakshan shall have the right to invoke the PBG during a period ending 6 months from the date of expiry / termination of the Contract.

8.8.3 Performance Bank Guarantee may be invoked in case of violation of any of the terms and conditions of the Contract or in case of deficiency / delay in implementation/Services provided by the successful Service Provider.

8.8.4 In case of extension of the Contract, the Service Provider will be required to submit a performance bank guarantee equivalent to 5% of the Contract Price for the total extension period with additional 6 months towards invocation period.

8.9 Forfeiture of performance security

8.9.1 NABSanrakshan shall be at liberty to set off/adjust the proceeds of the PBG towards the loss,if any, sustained due to the selected Service Provider's failure to complete its obligations under the Contract. This is without prejudice to NABSanrakshan's right to proceed against the selected Service Provider if the PBG is not sufficient to fully cover the loss/damage suffered by NABSanrakshan, or otherwise.

8.10 Right to Alter Quantities

8.10.1 NABSanrakshan reserves the right to alter the requirement specified in the RFP. NABSanrakshan also reserves the right to delete one or more items from scope of Services specified in the RFP.

8.11 No Commitment to Accept Lowest or Any Offer

8.11.1 NABSanrakshan reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

8.11.2 NABSanrakshan will not be obliged to meet and have discussions with any Service Provider and/ or to entertain any representations in this regard.

8.11.3 The Bids received and accepted will be evaluated by NABSanrakshan to ascertain the best and lowest Bid in the interest of NABSanrakshan. However, NABSanrakshan does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any

point of time prior to the order without assigning any reasons whatsoever. NABSanrakshan reserves the right to float the RFP again.

8.12 Information Security

Service Provider will provide an undertaking to comply with the provisions of the Information Security requirement of NABSanrakshan, which shall be provided to the successful Service Provider.

8.13 Assignment and Change of Control

8.13.1 Notwithstanding what is stated in Clause 8.3, the Service Provider shall not assign, transfer, delegate, or pledge any of its rights or obligations hereunder to any third party without the prior written consent of NABSanrakshan, provided that Service Provider shall ensure that any and all obligations shall be performed by such assignee in accordance with the terms herein and that the assignee complies with all rights, duties and obligations herein. NABSanrakshan shall be entitled to transfer and/ or assign the whole or any part of its respective rights and obligations hereunder to any third party.

8.13.2 At any point in time, in the event of change in ownership structure or change in control, in any manner whatsoever of the Service Provider, or if any person / entity that, as of the date of furnishing of response to the RFP by the Service Provider, does not possess, directly or indirectly, the power to direct or cause the direction of the management, policies or affairs of the Service Provider, whether through the ownership of voting securities, by contract or otherwise, later comes into possession of such power, Service Provider shall inform NABSanrakshan in writing of such change in control along with the details of new ownership structure or persons / entities in control. In such event NABSanrakshan shall have the right to terminate the Contract/reject the Bid with/of the selected Service Provider and invoke the bid/performance security.

8.13.3 Cloud Service Provider (CSP) cannot be changed without explicit consent of NABSanrakshan. It is to be ensured that at all the times CSP, where application is hosted is under empanelment by MeitY. In case during the project period, the CSP where the application is hosted, is no longer empanelled with MeitY the application shall be migrated

by the successful bidder to another MeitY empanelled public cloud without any additional cost to NABSanrakshan.

8.13.4 At any stage if NABSanrakshan wishes the application maybe migrated to NABSanrakshan/NABARD data centre then the successful bidder to provide all hand holding/support to the NABSanrakshan/NABARD team for the same. Further, no additional charges will be paid by NABSanrakshan for migrating/ terminating the hosting arrangement with CSP. In such a case the hosting charges will not be payable for the remaining contract period

8.14 No Employer – Employee Relationship

The Contract shall be on a principal to principal basis and nothing in this RFP or the Contract (or any other arrangements contemplated herein) shall be deemed to create any employment or constitute a partnership or joint venture between the Parties or any of their holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents and shall not, except as may be expressly provided herein, constitute any Party as the agent or legal representative of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.

8.15 Business Continuity

The selected Service Provider agrees for the following continuity arrangements to ensure the business continuity of NABSanrakshan:

8.15.1 In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the Service Provider shall render all technology and other reasonable assistance and help required by NABSanrakshan and to any new service provider engaged by NABSanrakshan, for a period of 180 (one hundred and eighty) days after the termination or expiry of the Contract for the smooth switch over and continuity of the Services. Service Provider agrees to provide all relevant documentation, and transitional support in respect of the Services and other matters to any new service provider engaged by NABSanrakshan to ensure that there are no interruptions or disruptions of any kind to NABSanrakshan's systems and operations.

8.15.2 In the event of failure of the Service Provider to render the Service, without prejudice to any other right, NABSanrakshan shall have as per this RFP and the Contract, NABSanrakshan at its sole discretion may make alternate arrangements for getting the Services from any other source. And if NABSanrakshan gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by NABSanrakshan in availing such services from the alternative source.

8.16 Co-operation

8.16.1 During the Contract Period, NABSanrakshan may undertake other data management projects or such other projects which may be data dependent or data intensive part, implement any new technology including cloud based technology, or undertake platformization itself or through third party service provider. Nothing contained herein, shall be deemed to create any obligation on NABSanrakshan to appoint or engage the Bidder to provide services in respect such projects.

8.16.2 The Service Provider agrees to provide full co-operation and support to NABSanrakshan and / or its designee, at no additional cost, including by way of providing data, technology architecture and access to all non- proprietary/open source technology relating to the Project, within such timelines as may be reasonably required by NABSanrakshan.

8.16.3 The Service Provider shall not commit any act or omission, whether directly or indirectly, to frustrate the intent of this Clause. Failure by the Service Provider to co-operate in the manner required by NABSanrakshan shall be deemed to be a breach of the Contract.

8.17 Corrupt and fraudulent practice

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RFP and subsequent contract(s). In this context, the Service Providers to note the following:

8.17.1 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

8.17.2 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NABSanrakshan and includes collusive practice among Service Providers (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive NABSanrakshan of the benefits of free and open competition.

8.17.3 "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;

8.17.4 "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NABSanrakshan with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and

8.17.5 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Service Providers with the objective of restricting or manipulating a full and fair competition in the bidding process

8.17.6 The Service Providers and their respective officers, employees, agents and other representatives shall observe the highest standard of ethics during the bid process. Notwithstanding anything to the contrary contained in this RFP, NABSanrakshan reserves the right to reject a Bid and declare a Service Provider ineligible for a period of three years to be awarded any contract by NABSanrakshan, if at any time it determines that the Service Provider has engaged in any of the above practices in competing for or in executing a contract and shall be entitled to invoke any bid/performance bond/security as the case may be without prejudice to any other right or remedy that may be available to NABSanrakshan under this RFP or Applicable Law.

8.18 Waiver

8.18.1 To the extent permitted by Applicable Law: (a) no claim or right arising out of this RFP and/or the Contract or the documents referred to in this RPF can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the Party or Parties giving the same; (b) no waiver that may be given by a Party will be

applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this RPF and/or the Contract or the documents referred to in this RPF.

8.18.2 The rights and remedies of the Parties hereto are cumulative and not alternative. Except where a specific period for action or inaction is provided herein, neither failure nor any delay on the part of either Party relating to the exercise of any right, power, privilege or remedy provided under this RFP or the Contract with the other Party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP or the Contract, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either Party at law or in equity. The failure of a Party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

8.19 Cumulative Remedy

Irreparable damage may occur if any of the provisions of this RPF and/or the Contractwere not performed in accordance with their specific terms or otherwise; and therefore NABSanrakshan shall be entitled to seek an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdictionmay deem necessary or appropriate to restrain the Service Provider from committingany violation or enforce the performance of the covenants, obligations andrepresentations contained in this RFP. All rights, remedies or benefits provided for byApplicable Law or in this RFP and/or the Contract, and the exercise of any remedy byNABSanrakshan or the Service Provider shall not be deemed an election to the exclusion of any other remedy.

8.20 Confidentiality

8.20.1 All confidential information (from either party) is deemed as confidential within 15 days of disclosure by the disclosing party. These confidentiality restrictions shall be for the term of the resultant contract and for a periodof two years thereafter.

8.20.2 The Service Provider will be exposed by virtue of the contracted activities to the internal business information of NABSanrakshan, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to Parties not directly involved in providing the Services requested could result in the disqualification of the Service Provider, premature termination of the Contract, or legal action against the Service Provider for breach of trust.

8.20.3 In case the selected Service Provider acts is extending similar services to multiple customers, Service Provider shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to Services within the ambit of this RFP and subsequent purchase order.

8.20.4 The Service Provider shall not, without the written consent of NABSanrakshan, disclose the Contract or any provision thereof, any specification, or information furnished by or on behalf of NABSanrakshan in connection therewith, to any person(s).

8.20.5 Confidential Information shall not be used, reproduced or derived any benefit out of in any form except as required to accomplish the intent of this RFP. Any reproduction of any Confidential Information of NABSanrakshan shall remain the property of NABSanrakshan and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of NABSanrakshan, the Service Provider (i) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (ii) shall not disclose any Confidential Information of the other to any person other than individuals such as counsel, directors, officers, employees, agents and representatives whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the Service Provider takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. If the Service Provider

is compelled by Applicable Law or legal process to disclose Confidential Information of NABSanrakshan, it shall provide NABSanrakshan with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at NABSanrakshan's expense, if NABSanrakshan wishes to contest the disclosure.

8.20.6 The Service Provider shall not, without the prior written consent of NABSanrakshan, make use of any document or information except for purposes of performing its obligations hereunder.

8.20.7 The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (i) as evidenced in writing, is independently developed by the recipient without reference to the discloser's Confidential Information and without breaching confidentiality obligations, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (ii) is or has become generally available to the public without breach of this RFP by the recipient; (iii) as evidenced in writing, at the time of disclosure, was known to the recipient free of restriction and was not unlawfully appropriated; or (iv) the discloser agrees in writing is free of such restrictions.

8.20.8 The selected Service Provider shall submit a Non-Disclosure agreement as per **Annexure -XIII** on non-judicial stamp paper of appropriate value.

8.20.9 The Service Provider shall not publish or disclose in any manner, without NABSanrakshan's prior written consent, the details of any security safeguards designed, developed or implemented by the Service Provider under the Contract or existing at any NABSanrakshan location. The Service Provider shall develop procedures and implementation plans to ensure that IT resources leaving the control of NABSanrakshan (removed for repair, replaced or upgraded) are cleared of all NABSanrakshan data and software. The Service Provider shall also ensure that all subcontractors (if permitted in Contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without NABSanrakshan's prior written consent, the details of any security safeguards designed, developed or implemented by the Service Provider under this RFP or the Contract or existing at any NABSanrakshan location.

8.20.10 Upon request of NABSanrakshan, the Service Provider shall promptly and shall ensure that their Affiliates, directors, officers, agents, counsel, representatives and employees

promptly: (i) return all documents containing Confidential Information, and (ii) destroy any copies of such documents, and any documents or other records (whether written or electronic) other than Confidential Information that may have been stored electronically as part of routine data back-ups which cannot be destroyed, to which these confidentiality obligations will continue to apply, and which should be kept strictly confidential by taking Reasonable Steps.

8.21 Service Level Agreement

8.21.1 The selected Service Provider shall execute a Service Level Agreement (SLA) with NABSanrakshan based on the terms tentatively set out under **Annexure-XVIII** on a non-judicial stamp paper of appropriate value. The final form of the SLA shall be as determined by NABSanrakshan at the time of the execution of the Contract.

8.22 IPR Infringement

8.22.1 Bidder's Proprietary Software and Pre-Existing IP: NABSanrakshan acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder's proprietary software or tools. If Bidder and NABSanrakshan mutually agree that the Bidder provides to NABSanrakshan any proprietary software or tools of Bidder or of a third party, the Parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, NABSanrakshan acknowledges that in performing Services under this Agreement Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereon, tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, BIDDER shall continue to retain all the ownership, the rights title and interests to all BIDDER Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is

incorporated or containedin a Deliverable under this Agreement, Bidder hereby grants to NABSanrakshan a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, With the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-ExistingIP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize NABSanrakshan to (a) separate Bidder Pre-Existing IP from the Deliverable in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder , reverse compile or in any other way arrive at or attempt to arrive at the source code ofthe Bidder Pre-Existing IP.

8.22.2 Residuary Rights. Each Party shall be entitled to use in the normal course ofits business and in providing same or similar services or development of similardeliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for NABSanrakshan, for any other client or customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of NABSanrakshan). Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.

8.22.3 Third Party Components: All the Intellectual Property Rights (IPR) in the third-party software or component used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder licensor and NABSanrakshan shall have user rights in accordance with End User License Agreement (EULA) as applicable to use of such software or component

8.23 Limitation of Liability

8.23.1 Service Provider's aggregate liability under the Contract shall be limited to a maximum of an amount equivalent to 100% of the Contract Price.This limitation shall not apply to claims for:

infringement of third party intellectual property, or breach of confidentiality; gross negligence, wilful misconduct or any criminal liability.

8.23.2 Neither Party shall be liable for any indirect, consequential, incidental nor special damages under the Contract. Neither Party shall be liable for any indirect, consequential, incidental, consequential,punitive or special damages under the Contract, even if such party has been advised ofthe possibility of such damages.

8.23.3 Service Provider shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by NABSanrakshan or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of NABSanrakshan, then Service Providershall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of NABSanrakshan. Such failures or delays shallbe brought to the notice of NABSanrakshan and subject to mutual agreement with NABSanrakshan, then Service Provider shall take such actions as may be necessary to corrector remedy the failures or delays. Service Provider shall be entitled to invoice NABSanrakshan for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.

8.24 Audit

8.24.1 NABSanrakshan would require the independent right to conduct its own audit, specifically with regard to the cloud infrastructure and software used to provide servicesunder

the contract, by the Service Provider. The selected Service Provider shall allow NABSanrakshan, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings madeon the service provider, directly related to the Services. In case any of the Services are further outsourced/assigned/ subcontracted to other Service Providers, it will be the responsibility of the Service Provider to ensure thatthe authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification. Where the audit requirement under this sub-clause is in relation to the regulatory/ statutory authorities and cannot be subject to prior permission.

8.24.2 The selected Service Provider shall, whenever required by such auditors, furnish all relevant information, records/data to them. The Service Provider shall bear the cost of one audit per year by NABSanrakshan. If NABSanrakshan undertakes any subsequent audits in a relevant year, then the cost for such audits shall be borne by NABSanrakshan. NABSanrakshan may conduct an audit or inspection by providing the selected Service Provider at least 7 (seven) Business Days' prior written notice, however prior notice may not be given for audit or inspection conducted by regulatory authority.

8.24.3 Where any deficiency has been observed during audit of the selected Service Provider on the risk parameters finalized by NABSanrakshan or in the certification submitted by the auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same, within timelines prescribed by NABSanrakshan. In such instance, any cost incurred by NABSanrakshan in undertaking the audit, shall be reimbursed by the Service Provider to NABSanrakshan immediately, and in no event later than 7 (seven) days from completion of audit report. The Service Provider shall provide certification of the auditor to NABSanrakshan regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

8.24.4 NABSanrakshan reserves the right to call for and/or retain any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the Services provided to NABSanrakshan.

8.24.5 The Service Provider shall also get itself audited by internal or external empanelled auditors appointed by NABSanrakshan, on an annual basis, covering the risk parameters finalized by NABSanrakshan such as IT hardware, software, data privacy, cybersecurity, regulatory or statutory compliance. The Service Provider shall submit the certification received by it from the relevant auditors to NABSanrakshan. The Service Provider shall permit any audit by inspecting officials from the Reserve Bank of India or any regulatory authority as required under Applicable Law. The Service Provider and/ or its permitted sub – contractors shall facilitate any audit required pursuant to this Clause.

8.25 Right of Publicity

Any publicity by the Service Provider in which the name of NABSanrakshan is to be used should be done only with the explicit written permission of NABSanrakshan.

8.26 Indemnity

8.26.1 The Service Provider assumes responsibility for and shall indemnify and keep NABSanrakshan, its directors, employees and advisors harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney'sfees and court costs which are or may be required to be paid by reasons of (i)any breach of the Service Provider's obligation under these general conditions or (ii) for which the Service Provider has assumed responsibilities under the Contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the Service Provider in connection with the performance of any system covered by the Contract or (iii) acts or omissions of the Service Provider which amount to negligence or wilful misconduct; or (iv) any losses arising out of or in relation to any accident or injury sustained or suffered by the Service Provider's workmen, contractors, sub- contractors, service providers, agent(s), employed/ engaged otherwise working for the Service Provideror by any other third party resulting from or by any action, omission, oroperation conducted by or on behalf of the Service Provider. The ServiceProvider shall execute, deliver such other further instruments to complywith all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the Contract and to protect NABSanrakshan during the tenure of purchase order.

8.26.2 Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party or in the event of any infringement of alleged infringement by Service Provider of third party's intellectual property or NABSanrakshan's intellectual property, the Service Provider shall be liable for settling with and paying any license fee, royalty and/ or compensation thereon.

8.26.3 The rights of NABSanrakshan pursuant to this Clause 8.26.3 shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to NABSanrakshan at equity or law including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

8.26.4 Indemnification Procedure for Third-Party Claims

In the event that NABSanrakshan receives notice of the assertion of any claim or the commencement of any action by a third-party in respect of which indemnity may be sought under the provisions of this Clause 8.26.4 (a "Third-Party Claim"), NABSanrakshan shall notify Service Provider in writing of such Third-Party Claim (such notice, a "Notice of Claim") within 10 (ten Business Days of receipt of notice thereof; provided thatthe failure or delay in notifying the Service Provider of such Third- Party Claim will not relieve the Service Provider of any liability it may have towards NABSanrakshan.

The Service Provider shall assume the defence or prosecution of such Third-Party Claim and any litigation resulting therefrom with counsel acceptable to NABSanrakshan and at the sole cost and expense of the ServiceProvider (a "Third-Party Defence"). The Service Provider shall undertake the investigation, defence, and settlement thereof in agreement with NABSanrakshan. The Service Provider will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of NABSanrakshan. NABSanrakshan may retain separate co-counsel at the expense of the Service Provider. Upon assumption of the defence of a Third-Party Claim, the Service Provider shall be conclusively deemed to have acknowledged that the Third-Party Claim is within the scope of its indemnity obligation under this Contract. The Service Provider shall conduct the Third-Party defence actively and diligently and provide copies of all correspondence and related documentation in connection with theThird-Party defence to

NABSanrakshan to the extent it does not adversely affect attorney-client privilege. The Service Provider will not take any action, or omit to take any action, without the consent of NABSanrakshan, that would cause (a) any contracts, correspondence or other documents or confidential information of NABSanrakshan or its affiliates to be disclosed to a third-party or (b) any director, officer, employee or agent of NABSanrakshan to take any action related to the Third-Party Claim which could reasonably be expected to interfere with or contravene such person's duties to NABSanrakshan or its affiliates. NABSanrakshan will provide reasonable cooperation in the Third-Party defence.

Notwithstanding the foregoing, Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with NABSanrakshan's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and NABSanrakshan did not inform Service Provider of the same); (ii) inclusion in a deliverable of any content or other materials provided by NABSanrakshan and the infringement relates to or arises from such NABSanrakshan materials or provided material; (iii) modification of a deliverable after delivery by Service Provider to NABSanrakshan if such modification was not made by or on behalf of Service Provider; (iv) operation or use of some or all of the deliverable in combination with products, information, specification, instructions, data, materials not provided by Service Provider; or (v) use of the deliverables for any purposes for which the same have not been designed or developed or other than in accordance with anyapplicable specifications or documentation provided under the applicable statement of work by Service Provider; or (v) use of a superseded release of some or all of the deliverables or NABSanrakshan's failure to use any modification of the deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by Service Provider.

If counsel for NABSanrakshan reasonably determines that there are legal defences available to NABSanrakshan different from or in addition to those available to the Service Provider or an actual conflict of interest exists between NABSanrakshan and the Service Provider in the defence of any Third-Party Claim, then counsel for NABSanrakshan shall be entitled, if NABSanrakshan so elects, to conduct the defence to the extent reasonably determined by such counsel to protect the interests of NABSanrakshan, at the expense of the Service Provider.

If the Service Provider does not assume the Third-Party defence, NABSanrakshan shall have the right to assume the Third-Party defence with counsel of its choice at the expense of the Service Provider; provided, that NABSanrakshan shall control the investigation, defence, and settlement thereof. NABSanrakshan shall have the right to agree to the entry of any judgment or enter any settlement with respect to the Third-Party Claim.

The Service Provider will not be entitled to assume the Third-Party defence if: (i) the Third-Party Claim seeks, in addition to or in lieu of monetary damages, any injunctive or other equitable relief, other than injunctions seeking to terminate or limit the Services; (ii) the Third- Party Claim relates to or arises in connection with any criminal action, indictment or allegation; (iii) NABSanrakshan reasonably believes an adverse determination with respect to the Third-Party Claim would be detrimental to or injure NABSanrakshan's reputation or business prospects; (iv) Service Provider has failed or is failing to vigorously prosecute or defend such Third-Party Claim (as reasonably determined by NABSanrakshan); or (vi) the Service Provider fails to provide reasonable assurance to NABSanrakshan ARD of its financial capacity to prosecute the Third- Party Defense. In such instance, NABSanrakshan shall have the right to assume the Third-Party Defense with counsel of its choice at the expense of the Service Provider; and NABSanrakshan shall control the investigation, defence, and settlement thereof. NABSanrakshan shall have the right to agree to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim.

It is further clarified that NABSanrakshan would require the detailed indemnity clause set out in Clauses 8.26.1-8.26.4 contract as it specifically sets out the independent agreement between the parties onthe rights that may be availed by NABSanrakshan against the Service Providerin the instance of breach of any obligations of the Service Provider or any claims arising against NABSanrakshan due to certain acts / omissions of the Service Provider. Indemnity is in addition to and separate from other contractual remedies available to the parties.

8.27 Force majeure

8.27.1 If the performance as specified in this Contract is prevented, restricted, delayed or interfered with for any cause beyond the control ofthe Parties, including by reason of fire,

explosion, cyclone, floods, war, hostilities, revolution, riots, acts of public enemies, espionage, blockage or embargo, pandemic, epidemic, lockdowns, acts of God, network failure or failure of electronic transmission, default or failure of/by any third party, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations, strikes, lockouts, shutdowns or labour disputes which are not instigatedfor the purpose of avoiding obligations herein, or any other circumstances beyond the control of the Party affected shall not be considered a force majeure event under this Contract ("Force Majeure Event"), then notwithstanding anything here before contained, the Party affected shall not be considered to be indefault of performance of obligations under the terms of this Contract orfor indemnification provided for hereunder to the extent such performance relates to prevention, restriction, delay or interference. andprovided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost dispatch.

8.27.2 If a Force Majeure Event arises, the Service Provider shall promptly notify NABSanrakshan in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by NABSanrakshan in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by theForce Majeure Event. If NABSanrakshan determines it is commercially or technically infeasible to cure the Force Majeure Event and so notifies the Service Provider, then NABSanrakshan may terminate the Contract effective immediately upon delivery of notice of termination to the Service Provider.

8.27.3 As there is dependency of NABSanrakshan solely on the Service Provider for the performance of services, if NABSanrakshan determines that it is not commercially or technically feasible for the Service Provider to provide the services due to a force majeure event, it should be entitled to terminate the agreement immediately. Separately the clause also provides that the Service Provider would not be held to be in default of its obligations or liable to provide indemnity for any failure to perform due to a force majeure event which should give the Service Provider additional comfort.

8.27.4 The Force Majeure clause contemplates that both parties may be affected by a Force Majeure Event and to that extent, the force majeure clause is mutual. Only the right of termination due to the occurrence of a force majeure event is restricted to NABSanrakshan owing to the fact that NABSanrakshan is the recipient of the service. Given that force majeure events are not foreseeable; it is difficult to contemplate a specific timeline within which termination rights shall be made available to the Parties. However, it is clarified that to the extent the force majeure event affects the Service Provider, the Service Provider shallnot be liable for delays caused due to such force majeure event.

8.28 Resolution of Disputes

8.28.1 All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Contract) shall be first resolved amicably by Parties. For the purpose of such amicable settlement, each Party shall within 7 days from the date either party notifies the other of a dispute having arisen, select / appoint 1 (one) senior representative from their respective management who shall undertake all discussions on behalf of their respective organisation, in order to settle the dispute amicably. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives ("Settlement Period").

8.28.2 In case of failure to resolve the disputes and differences amicably in accordance with Clause 8.28.1 prior to expiry of the Settlement Period, such unsettled dispute or difference shall be referred to and finally resolved by arbitration administered by the Mumbai Centre for International Arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Clause.

8.28.3 In the event of such arbitration:

The language of the proceedings shall be in English;

the tribunal shall consist of 3 (three) arbitrators; 1 (one) to be appointed by NABSanrakshan, 1 (one) to be appointed by the Service Provider, and the third to be appointed by the 2 (two) arbitrators. If either NABSanrakshan or the Service Provider fails to appoint an arbitrator as set out in this Clause, the arbitrator of such Party shall be appointed in accordance with the MCIA Rules;

the tribunal shall be entitled to decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration;

the existence and content of any arbitration proceeding, and any award thereof shall be confidential among the Parties, and subject to the terms of Clause 8.20 hereof; and the existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Contract which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

8.28.4 The seat & venue of arbitration shall be in Mumbai. The award of the arbitrators shall be final and binding on the Parties and may be specifically enforced by any court of competent jurisdiction. It is hereby agreed that in all disputes referred to the arbitration, the arbitrators shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasoned award. It is hereby agreed that the arbitrators shall not have powers to order any interim measures whatsoever during the course of arbitration.

8.28.5 Notwithstanding anything in the contrary set forth in this RFP, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction, including pre-arbitral attachments, temporary restraining orders, or temporary injunctions, as may be necessary to preserve the rights of such Party. The application by either Party to a judicial authority for such measures shall not be deemed to be an infringement or a waiver of the covenant of the Parties to submit disputes to arbitration under this Contract and shall not affect the relevant powers reserved to the arbitrators pursuant to this Clause 8.28.

8.28.6 All disputes arising out of or in any way connected with this Contract shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.

8.28.7 Any notice given by one Party to the other pursuant to the Contract shall be sent to the other Party in writing, by hand, registered post or email to the other Party's specified address. A notice shall be deemed delivered (i) if delivered by hand, upon delivery;(ii) if delivered by registered post, at the start of the second Business Day after the date of posting; or (iii) if delivered by email, when the sending of the email is recorded on the sender's computer unless the sender receives a message indicating unsuccessful transaction.

8.28.8 For the purpose of all notices, the following shall be the address of NABSanrakshan:

The Chief Executive Officer (CEO)
NABSanrakshan Trustee Private Limited
Plot no. C-24, 'G' Block,
Bandra Kurla Complex
Bandra (East), Mumbai- 400 051
Email:cgms@nabsanrakshan.org

8.28.9 Notices to the Service Provider shall be sent to the registered address of the Service Provider and email ID as provided by the Service Provider under the Contract / in response to this RFP.

8.29 Other Clauses

8.29.1 NABSanrakshan has the sole ownership of and the right to use, all data that may be in possession of the Service Provider or its representative in the course of performing the Services under the agreement that may be entered into. All documents, reports, information, data etc. collected and prepared by Service Provider in connection with the Scope of Work submitted to NABSanrakshan will be property of NABSanrakshan. The Service Provider shall not be entitled either directly or indirectly to make use of the documents, reports given by NABSanrakshan for carrying out of any Services with any third parties. Service Provider shall not without the prior written consent of NABSanrakshan be entitled to publish studies or

description article with or without illustrations or data in respect of or in connection with the performance of Services.

8.29.2 No provision of the RFP is intended to, or shall, confer any right on a third- party beneficiary or other rights or remedies upon any person other than the Parties hereto; nor impose any obligations on the part of the Parties to the agreement towards any third parties.

8.29.3 The Service Provider shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc., in connection with delivery of products/Services at site including incidental Services and commissioning.

8.29.4 The Service Provider should also ensure that all Applicable Laws framed by the Central Government, State Government and Local bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with while providing caretaker services. The selected Service Provider may have to execute an indemnity bond in favour of NABSanrakshan in this regard.

8.29.5 It is a specific obligation for the Service Provider to comply with applicable laws while providing the Services and NABSanrakshan may be exposed to liability for any breach of applicable law by the Service Provider, NABSanrakshan would require a specific indemnity bond with regard to such compliances independent of the contract.

8.29.6 Providing clarifications / particulars / documents, etc., to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the Service Provider at his cost.

8.29.7 Wherever the laws and regulations require deduction of such taxes at the source of payment, NABSanrakshan shall affect such deductions from the payment due to the Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by NABSanrakshan as per the laws and regulations in force. Nothing in the Contract shall relieve the Service Provider from his responsibility to pay any tax that may be levied in India on Income and Profits made by the Service Provider in respect of this Contract.

8.30 Representation and Warranties

The selected Service Provider shall be deemed to have made the following representations and warranties as of the date of the Bid:

8.30.1 That the selected Service Provider has the requisite qualifications, skills experience and expertise in providing Services contemplated hereunder. It has the technical know-how and the financial where withal, the power and the authority to enter into theContract and provide the Service / Systems sought to NABSanrakshan and shall undertake all Services and obligations under this Contract on a first priority basis.

8.30.2 That the selected Service Provider is not involved in any litigation, potential, threatened / existing that may have an impact of affecting or compromisingthe performance and delivery of Services / Systems under the Contract.

8.30.3 That the selected Service Provider is not bankrupt or insolvent under the Applicable Laws of its applicable jurisdiction and there are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

8.30.4 That the representations made by the selected Service Provider in its Bid areand shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless NABSanrakshan in writingspecifies to the contrary, the selected Service Provider shall be bound by all the terms of the Bid.

8.30.5 That the selected Service Provider has professional skills, personnel and resources / authorisation that are necessary for providing all such Services as are necessary to perform its obligations under the Bid and this Contract.

8.30.6 That the selected Service Provider shall ensure that all assets including but not limited to software's, licenses, databases, documents etc. developed, procured, deployed, and created

during the terms of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.

8.30.7 That the selected Service Provider shall use assets as NABSanrakshan may permit for the sole purpose of execution of its obligations under the terms of the Bid, RFP or the Contract. The selected Service Provider shall, however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

8.30.8 That the selected Service Provider shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep NABSanrakshan, its directors, officers, employees, representatives, consultant and agents indemnified in relation thereto.

8.30.9 That all the representations and warranties as have been made by the selected Service Provider with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of the Contract.

8.30.10 That the execution of the Services would be in accordance and in compliance with all Applicable Laws as amended from time to time and the regulatory framework governing the same.

8.30.11 That there are no inquiries or investigations have been threatened, commenced or pending against the selected Service Provider or its team members by and statutory or regulatory or investigative agencies.

8.30.12 That the selected Service Provider has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorise execution, delivery and performance by it of the Contract.

8.30.13 That neither the execution and delivery by the selected Service Provider of the Contract nor the selected Service Provider's compliance with or performance of the terms and provisions of the Contract will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental authority binding on the selected

Service Provider nor will it conflict or be inconsistent with or result in breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the selected Service Provider is a Party or by which it or any of the property or assets is bound or to which it may be subject or violate any provision of the constitution documents of the selected Service Provider.

8.30.14 That the selected Service Provider certifies that all registrations, recording, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the selected Service Provider which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

8.30.15 That there has not and shall not occur any execution, amendment or modification of any Contract without the prior written consent of NABSanrakshan, which may directly or indirectly have a bearing on the Contract or Services rendered.

8.30.16 That no sums, in cash or kind, have been paid or shall be paid, by the selected Service Provider or on its behalf, to any person by way of fees, commission or otherwise for entering into the Contract or for influencing or attempting to influence any officer or employee of NABSanrakshan in connection therewith.

8.30.17 The selected Service Provider shall not, make any announcements or statements to any person that are or may be derogatory, defamatory or prejudicial to NABSanrakshan, or any of its affiliates, directors, employees, officers, agents or advisors, in any manner.

8.30.18 Appropriately qualified personnel appointed by the selected Service Provider shall perform Services with due care and diligence and to such high standards of quality as it is reasonable for NABSanrakshan to expect in all the circumstances post the expiry of this Contract.

8.30.19 The selected Service Provider further undertakes to exercise all due diligence with regard to and shall maintain strict controls and physical and digital safeguards in connection with the Services.

8.30.20 That no representation or warranty by it contained herein or in any other document furnished by the selected Service Provider to NABSanrakshan or to any government

instrumentality in relation to the Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

8.30.21 That the selected Service Provider shall ensure that employees of Service Provider /third party sub-contracts who are engaged in providing the services under this Contract shall have executed/execute such confidentiality documents as may be required by NABSanrakshan and shall have confidentiality obligations not less those prescribed under this those prescribed this Contract.

8.30.22 Confidentiality contracts with employees will only be held to be compliant with the terms of the agreement so long as they provide terms which are no less severe than the terms mentioned in the RFP.

8.30.23 The selected Service Provider shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed / engaged by the selected Service Provider and shall be solely responsible for any and all claims, payments and benefits payable to such personnel employed by the Service Provider.

8.30.24 The selected Service Provider will not violate the intellectual property rights of third parties whilst providing the Services.

8.30.25 The selected Service Provider has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Services consistent with the standards agreed herein.

8.30.26 The selected Service Provider agrees that NABSanrakshan shall retain real and effective control / retention of full ownership of this Project and its Deliverables at all times during and after the term of the RFP and Contract.

8.31 Deliverable Documentations

8.31.1 Planning and project kick-off meeting and its MOM.

8.31.2 Architecture Design document and customization requirement details.

8.31.3 Installation, implementation and Configuration document / SOPs.

8.31.4 Configuration Details.

8.31.5 Solution Requirement document.

8.31.6 Demonstration of features / functionality to the respective users.

8.31.7 User Manual

8.31.8 Detailed Installation Guidelines.

8.31.9 Detailed technical manual on the topics including but not limited to the topics mentioned in the **Appendix B** of RFP.

8.31.10 All test plans, test cases, test input data set and test results.

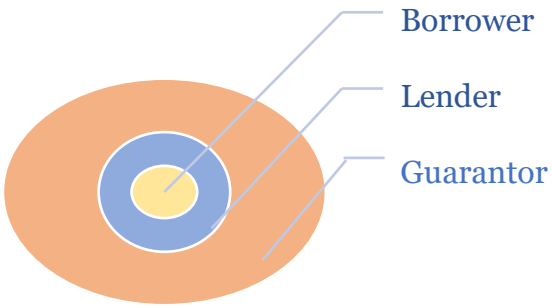
8.31.11 Training and Knowledge Transfer Plans.

8.31.12 Call logging and tracking facility in order to ensure smooth operability of the proposed solution.

Appendix A- Background about NABSanrakshan

A.1 Basics of Credit Guarantee

Credit Guarantees is an insurance against credit/loan default. Credit guarantee mechanisms, around the world, involve transactions between three main constituent elements— the Borrower, the Guarantor and the Lender. An applicant who has been able to secure guaranteed credit facility is known as the Borrower. A Guarantor guarantees to pay a percentage of the borrower's debt if he or she should default on a loan obligation. In order to provide guarantee coverage, the Guarantor needs to have a credit guarantee corpus fund. The lender is, mostly, a bank or financial institution which extends credit facility to a borrower, based on the strength of the guarantee with the expectation that the funds will be repaid according to stipulated conditions.



Guarantees can be issued either under **Direct Models** (Borrower approaches the Guarantor directly) or under **Indirect Models** (Lender approaches the Guarantor). NABSanrakshan has adopted Indirect model for issue of Credit Guarantees. In an indirect guarantee structure, Eligible Lending Institutions (ELIs) are on-boarded with pre specified norms. The Guarantor has no direct link with the Borrower.

Credit Guarantee Delivery Mechanisms differ across Credit Guarantee Products and Credit Guarantee Management Companies. Under **Centralized Credit Guarantee Delivery Mechanism,** a designated Nodal office of the Lender (Head Office/ Central Office) is solely authorized to be part of the delivery mechanism. All correspondence/data / funds related to credit guarantees flow from the Nodal office of the Lender to Guarantor/Guarantee Management Company and vice versa. Under **Decentralized Credit Guarantee Delivery Mechanisms**, Guarantor/Guarantee Management

Company deals with more than one Nodal office of the Lender (say Regional/offices Zonal/Branch offices) .

Credit guarantees are the "Access to Finance" mechanisms provided as a risk sharing instrument for lenders and are aimed to improve flow of credit in borrower segments which are normally perceived to be risky by lenders. The Credit Guarantee mechanism provides the much needed fillip to the growth and development of the sector.

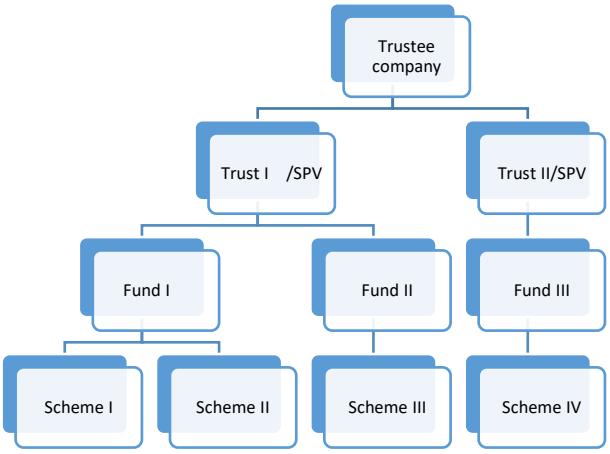
A.2 About NABSanrakshan

Agriculture and allied industry being a priority for the economy in creating new avenues for development, NABSanrakshan has been set up by NABARD to carry out credit guarantee and related activities towards sustainable and equitable agriculture and rural development.

NABSanrakshan is a specialized guarantee management organization for dispensing multiple credit guarantee programmes under a single architecture. The main objective of the Company is to carry out trusteeship functions in general and operate the credit guarantee funds for agriculture and rural development and other related sectors established or to be established for that purpose.

At a broad architecture level, multiple guarantee programmes are envisaged to be managed by NABSanrakshan as a Trustee. Such programmes shall be housed under an SPV structure (say, Trust). Each Trust can have one scheme or multiple schemes. Each scheme shall typically have a dedicated corpus fund attributed to it. Alternatively, a Trust may have multiple funds under it, as also, each Fund may have multiple schemes under it.

The relation between Trustee Company , Trusts , Funds and Schemes is illustrated below:



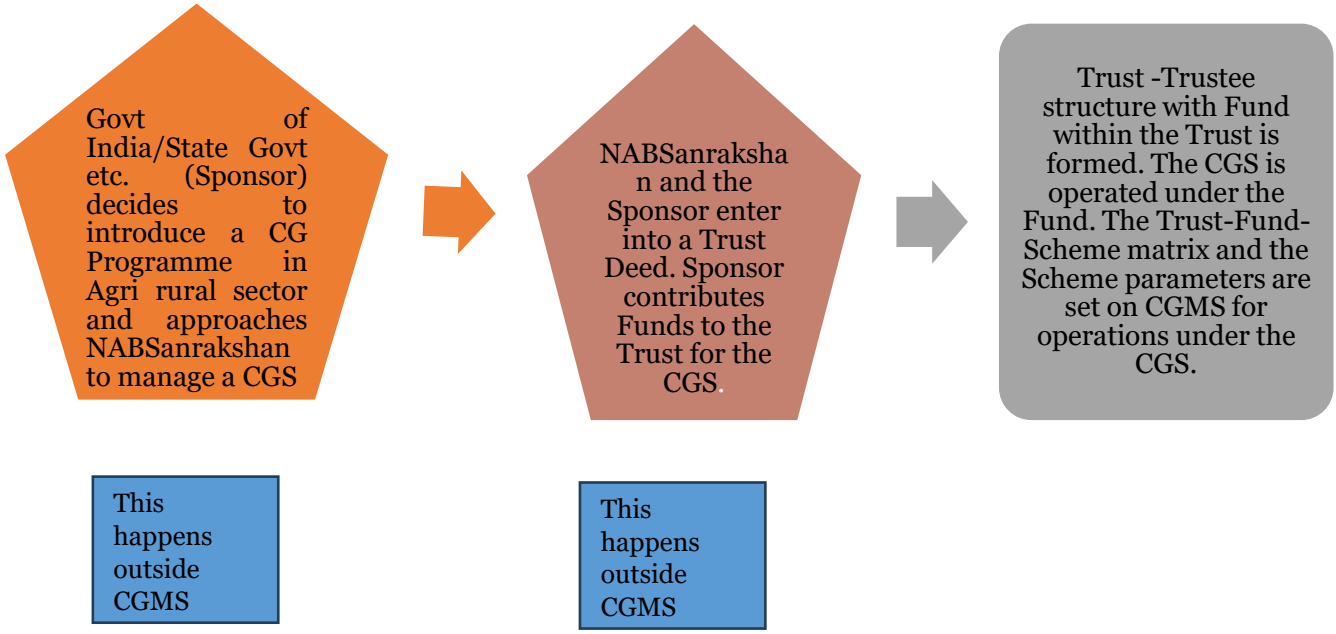
At present NABSanrakshan is managing two Credit Guarantee Programmes/Schemes - 'Credit Guarantee Scheme for Animal Husbandry and Dairying (CGSAHD)' under Credit Guarantee Fund Trust for Animal Husbandry & Dairying (CGFTAHD) and 'Credit Guarantee Scheme for FPO Financing (CGSFPO)' under Credit Guarantee Fund Trust for FPO (CGFTFPO). Another Scheme namely 'Credit Guarantee Scheme for FIDF loans (CGS-FIDF)" is expected to become operational under CGFTAHD shortly. More such Programmes/Schemes under same or different Trusts are expected to be managed by NABSanrakshan in future.

Presently, all Credit Guarantee Schemes being managed by NABSanrakshan are under '**Indirect Model'** and are being delivered under '**Centralized Credit Guarantee Delivery Mechanism.'**

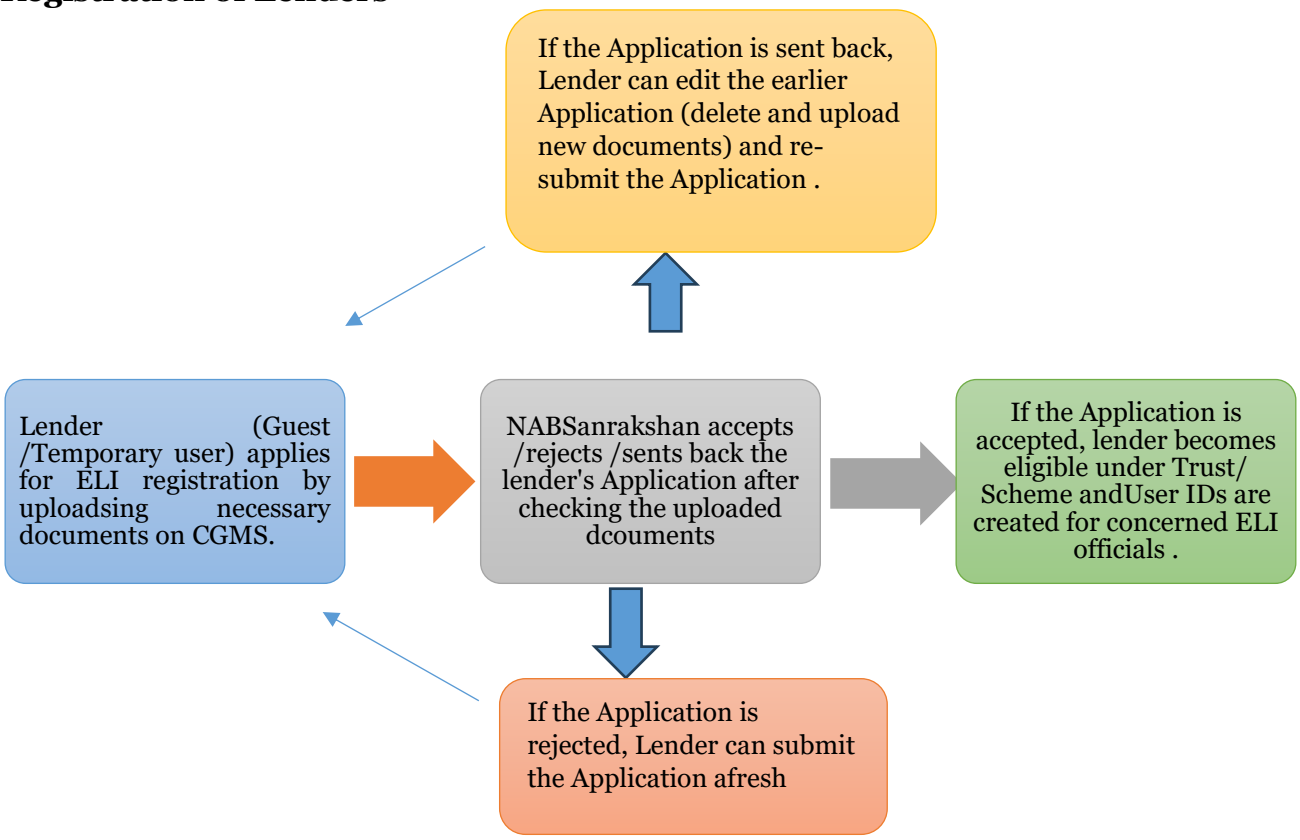
A.3 Credit Guarantee Operations at NABSanrakshan

Following diagrams summarize the basic flows under Credit Guarantee Schemes being operated by NABSanrakshan presently.

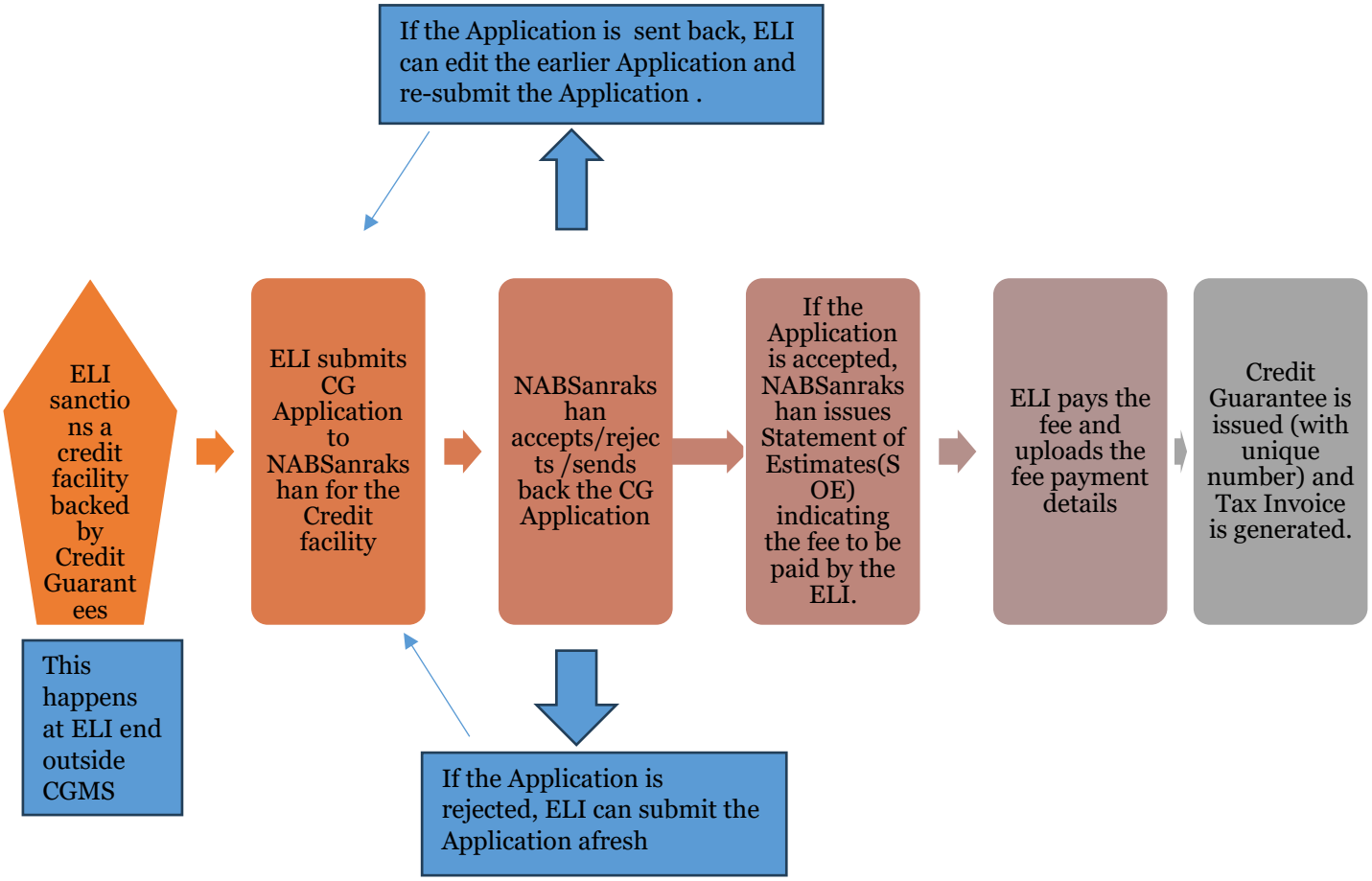
Trust/ Scheme/Fund Management



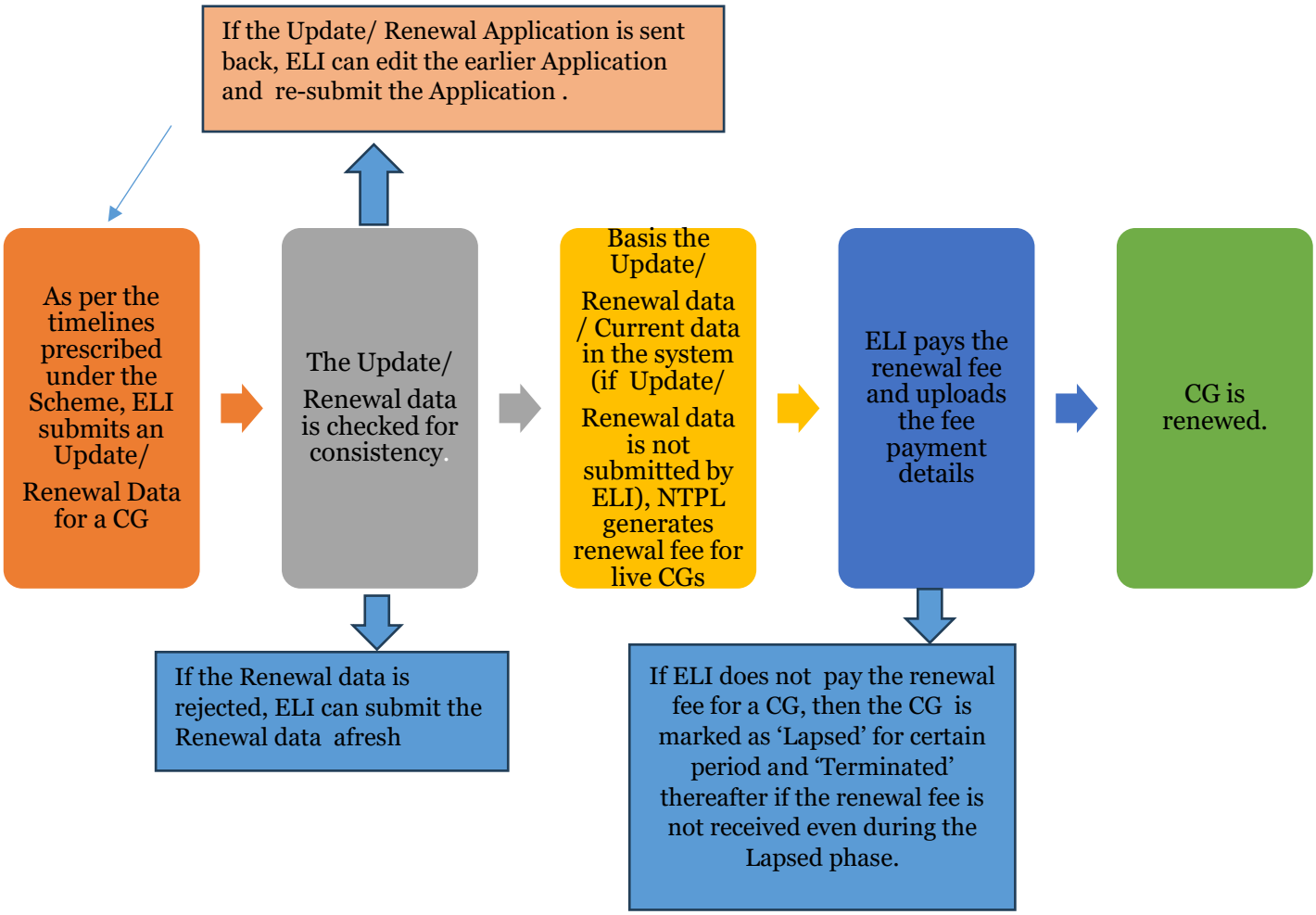
Registration of Lenders



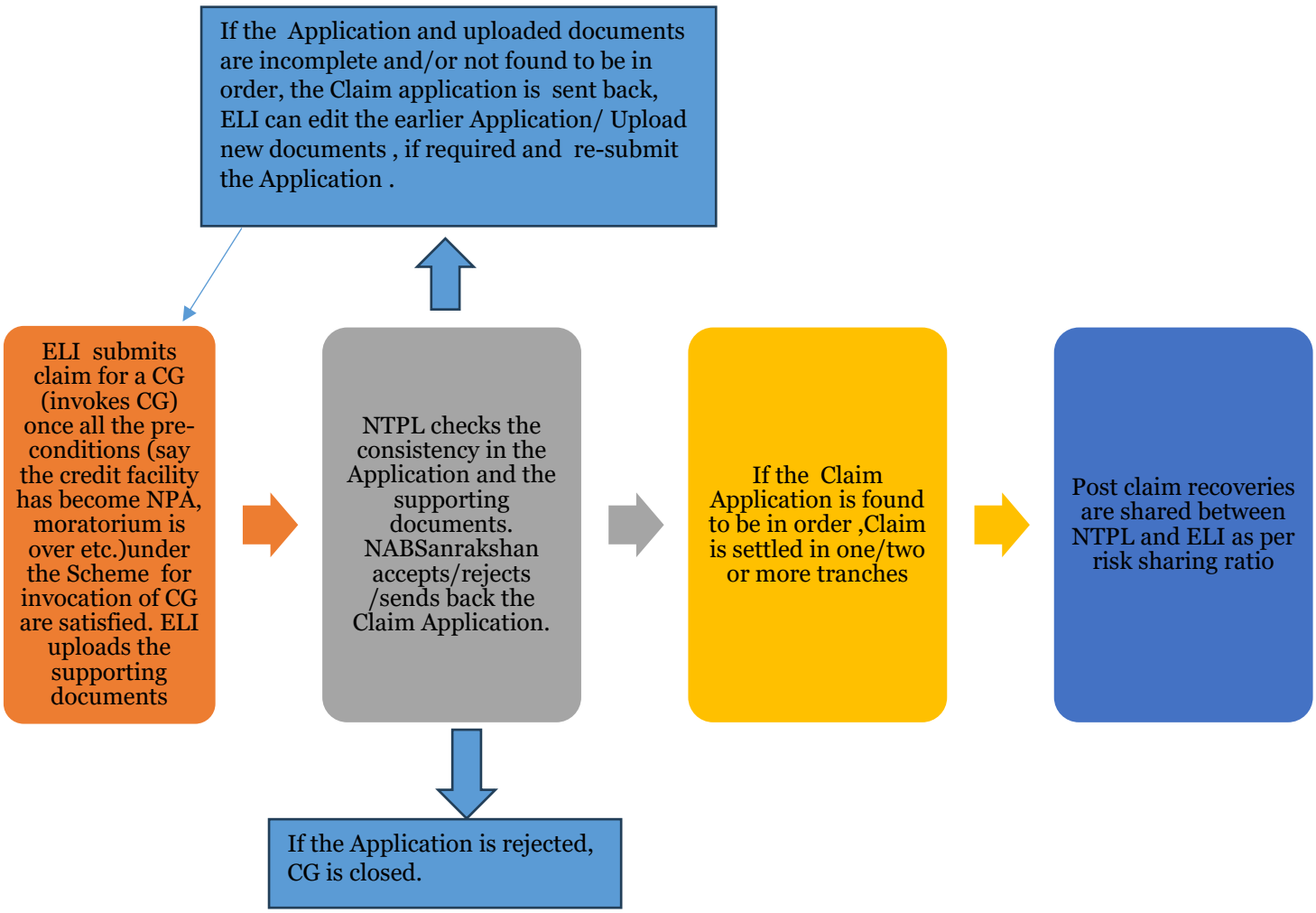
Guarantee Application and Approval Process



Guarantee Renewal (Periodic Renewal of CGs)



Claim Settlement and Post claim recoveries



Appendix B- Detailed Scope of Work

To provide a complete end to end software solution for NABSanrakshan's requirements including commissioning, execution, development, installation, implementation, maintenance, monitoring, updates, upgrades, replacements, troubleshooting and support of CGMS along with a native mobile application. The bidder shall provide for development, execution, management and operation support for CGMS including IT infrastructure, Licensing of OS, Middleware, Database etc for a period of 4 years post Go-Live.

Following broad functionalities form part of scope of project:

1. User Maintenance (Management) Module
2. Onboarding of Eligible Lending Institutions (ELIs)
3. Trust/ Scheme Management
4. Guarantee Application and Approval Process
5. Guarantee Renewal Process
6. Guarantee Transfer
7. Generation of Statement of Estimates (SoE) and Tax Invoice Process
8. Claims Management (NPA, Claims lodgement, claim settlement and post claim settlement process)
9. Recovery Process
10. Inspection Process
11. Reporting process / MIS / Dashboards
12. Integrations
13. Notifications / Alerts / Emails/ Workflows
14. Data Migration
15. Other Technical / Generic Requirements
16. Testing
17. View and Update
18. Managed Maintenance Support
19. Application Deployment Requirement
20. Technical Requirement

The details of the required functionalities are furnished below:

B.1. User Maintenance (Management) Module

This Module helps in creation and maintenance of users and is a pre-requisite for starting operations on the Technology platform. Users (at both Trust's and ELI's end) need to be created and assigned role of Administrator/Maker/Checker/Approver/Viewer etc. The Module should include:

1. Basic details of all users (Name, designation, contact number etc.)
2. Rights and Roles
3. Password Maintenance Process
4. Alerts for communicating password generation to the users.
5. Mapping of different users.
6. Default hierarchy and modifications in mapping in case of unavailability, leave, transfer etc. of the users.

Internal Users: 100 concurrent users. External: 2000 concurrent users. An increase of 20% may be considered. Load testing should cover users only for year one.

B.2. On boarding of Eligible Lending Institutions (ELIs)

ELIs desirous to avail the benefit of the credit guarantee schemes are required to register with the respective Trust. ELI eligibility criteria for on-boarding depends on ELI type viz. SCBs, NBFCs, SFBs, RRBs, StCBs, DCCBs, etc.

The bidder is expected to:

1. Develop an onboarding page using which ELIs will register themselves.
2. Develop approval workflow mechanism for on boarding the various types of ELIs based on the eligibility criteria.
3. Enabling ELIs to upload requisite documents in the system etc.
4. Bell Notification and Email Alerts on approve / reject / return and Email Notification with login details (if approved).
5. On Approval by Trustee, Auto ELI creation, user account creation and user profile allocation shall take place in CGMS.
6. A provision for capturing and storing ELI basic details (nodal office, Bank Account of the ELI etc.), details of Agreement with ELI, documents submitted by ELI, etc.
7. Link between ELIs and Schemes (Master data of ELI for each Scheme)

B.3. Trust/ Scheme Management

This Module is required to capture details of all funds and schemes under each Trust. This module would allow ring-fencing of various Trusts and thus facilitate the process of maintaining separate accounts for each Trust. As part of the process bidder is expected to:

1. Develop scheme configuration control panel to implement all business logic and validations pertaining to a scheme.
2. Develop a program to configure and define the exposures for portfolio-based schemes. Enabling ELIs to subscribe the scheme in CGMS with required documents upload provision.
3. Develop approval workflow mechanism for scheme launch on the eligibility criteria.
4. Bell Notification and Email Alerts on approve / reject.

B.4. Guarantee Application and Approval Process

The process starts with guarantee initiated for a specific loan/s by ELI on the system under respective scheme and process completes when guarantee is approved by Trust and becomes active.

As part of the automation process bidder is expected to:

1. Submission of Guarantee Application file along with Management Certificate. Both Single application submission and Bulk upload functionality to be provided.
2. Develop an API for ease of flow of information from ELI/GoI system to CGMS.
3. Acceptance/ Rejection of guarantee application (both pre-defined rule-based as well as manual). Develop a de-duplication engine for checking the exposure to a borrower under a Scheme / across the Schemes being managed by NABSanrakshan.
4. Exception-handling throughout the guarantee approval process using which Trust can take decision on approval / rejection / Closure exceptionally.
5. Communication of acceptance/rejection (giving reasons for rejection) to ELI etc.
6. Comments/reasons for rejection must be displayed on portal at ELI and NABSanrakshan end.
7. Generate auto triggers and an escalation mechanism if the approval is not done within defined timelines.

8. Enhancement in CG cover in case of enhancement in WC limit. Provision for calculation of additional CG Fee to be charged. SOE for the same and payment and reconciliation of the CG fee paid etc. to be made.

B.5. Guarantee Renewal Process

This module would be used for uploading the CG renewal applications as Guarantee needs to be renewed during its tenure. This Module should:

1. Selection of CGs which are to be renewed based on status of CG as also periodicity of renewal.
2. Enhancement cases to be accommodated in the renewal of CG.
3. Sending Alerts to the ELI for submission of renewal data.
4. Uploading renewal data (case-wise as also bulk upload) by ELI.
5. Automated approval mechanism for renewals based on predefined rules.
6. CG fee generation (SOE) for renewal applications which are accepted.
7. Exception handling
8. Submission of fee payment details by ELI.
9. Reconciliation of fees received at NABSanrakshan end.
10. Generation of Receipt Voucher. Integration with Accounting Software.
11. Issue of Tax Invoice in respect of fee payments by ELIs
12. Generate auto triggers and an escalation mechanism if renewal has not been done for accounts and send it to ELIs in form of notification / alerts / emails etc.
13. The Module would also facilitate revival of guarantees where there are delays in payment of Renewal guarantee fee (Lapsed Guarantees) as also Temporarily Closed Credit Guarantees.
14. Charging of Penal Interest for delayed fee payments.
15. Full/part waiver of penal interest.

B.6. Guarantee Transfer

This process encompasses the transfer of active guarantees from one ELI to another ELI, along with subsequent transactions like CGPAN, guarantee fees, and collections. The transfer is subject to specific conditions, to be integrated into the backend rule engine, and checked

according to the Trust's guidelines. As part of the automation process, the bidder is expected to:

1. Develop a program facilitating ELI transfer requests.
2. Create an automated approval mechanism for transfers based on predefined rules.
3. Establish a workflow mechanism for the approval process following defined SOPs.
4. Develop a program to manage exceptions throughout the guarantee transfer process, enabling the Trust to make decisions on approval or rejection in exceptional cases.
5. Generate automatic triggers and an escalation mechanism for accounts where revival has not been completed, sending notifications, alerts, emails, etc., to ELIs.
6. Notify the new ELI or branch upon request submission, as well as notify approval or rejection of the request.

B.7. Generation of Statement of Estimates (SoE) and Tax Invoice Process

This process covers the process of CG fee generation and Issue of Statement of Estimates (SOE) and Tax Invoices for applications which are accepted at the time of new application/renewal/enhancement.

Under this process Bidder is expected:

1. For fee structure bidder need to develop "Fee master" for different type of charges (Guarantee Fee / Risk premium) which gets updated time to time as per Trust/s directives. There can be a risk premium that is factored in while computing the guarantee amount. The risk premium is ELI wise whereas guarantee amount is borrower wise.
2. Develop process to auto generate SOE for Guarantee Fee / Renewal Fee /enhancement fee/ Recovery amount
3. Submission of fee payment details by ELI. Reconciliation of fees received at Trust/s end.
4. Generation of Receipt Voucher and Develop a program to Integrate with core accounting systems of Trust/s (Presently Tally / Future it may upgrade to some ERP system).
5. CGFAN and CGPAN should be automatically generated every year as per predefined rules.
6. Develop a process and allow ELI to select the multiple SOE and initiate the payment advice.

7. Develop a program to send reminder mails to ELI to extend guarantee for cases slated for expiry / unpaid SOE etc.
8. Notification (in multiple ways/method as advised by trust/s like email, alerts etc.) need to go to respective ELI for the payment for such guarantee fee as may be generated, failure to which the cases should be closed as defined in scheme guidelines and an intimation pertaining to the same should go to the respective ELI (and borrower as may be required in future)
9. Develop a Bank Mandate Page with the maker and checker functionality.
10. Provision for digital signature on to be made.
11. Provision for Payment Gateway for the Trust
12. Proposed solution should have API configurability for ease of flow of information across different systems and ELIs.
13. Develop a program to take collection receipt against the manual invoices and debit notes.

Tax Invoice on receipt of collection against the sanctioned case from ELIs which includes Guarantee fee, renewal fee etc.

As part of the automation process bidder is expected to:

1. Develop a program to auto generate the Tax Invoice for each of the case once collection is received and reconciled in Trust/s books.
2. Develop a program to integrate the tax invoice with GST ITR portal to generate the e-Invoice and below functionalities as well –
3. e-Invoice Generation
4. e-Invoice Cancelation
5. e-Invoice for Credit Note
6. Develop e Invoice and credit note prints holding the QR code and Invoice number.
7. Develop a program to generate the manual Accounts Receivable invoices / Debit notes / credit notes.

B.8. Claims Management (NPA, Claims lodgement, claim settlement and post claim settlement process)

This process covers the activity of claim realization to the ELI post marking of NPA.

Under NPA Process, bidder is expected to:

1. Create a module to designate Non-Performing Assets (NPAs) within the CGMS by ELIs according to specified criteria.
2. Design a software application allowing ELIs to input data manually via an entry page or bulk upload feature (either through renewal file or update file), including document upload capabilities for each case entered or uploaded.
3. Generate APIs to facilitate seamless data transmission from ELIs' systems to the CGMS.
4. ELIs will utilize the CGMS API to directly transmit data to the CGMS through a host-to-host integration model. CGMS will respond accordingly in the API response.
5. Develop a software program to manage any exceptions encountered during the NPA marking process. This program will enable Trusts to make decisions regarding exceptional approval of NPA cases based on defined guidelines from the Delegation of Power (DoP).
6. Create a central page to define the Delegation of Power (DoP) and configure it with various business processes.

Claim lodgement refers to a program for ELIs to submit claims applications in the CGMS system after marking NPAs in renewal file. The process of claim submission varies depending on the scheme, with ELIs adhering to scheme guidelines for either first instalment claims and/or final claims.

As part of the automation process, the bidder is expected to:

1. Develop a system for submitting claims (first/final) either manually via entry pages or through bulk uploads.
2. Ensure that the individual claim submission screen includes functionality for uploading documents.
3. Establish an automated approval mechanism for claims based on predefined rules, including filtration, rejection, and screening of proposals.
4. Design an approval workflow mechanism for the claims approval process according to defined Standard Operating Procedures (SOP).
5. Implement automatic reminders and an escalation mechanism.
6. Develop a program to manage exceptions throughout the claims process, enabling Trusts to make decisions on approval/rejection exceptionally, or permit claim cases exceptionally under defined DoP guidelines.

7. Create a de-duplication engine to check for previously marked NPAs against names, Registration No., Customer ID, Loan account number other than the one applied for, and to check against future NPA databases before settling the claim.
8. Ensure API configurability for seamless information flow across different systems and ELIs.
9. Ensure automatic data flow from other modules/systems.

Claim Settlement process refers to accepting and making payment against the lodged claim applications by ELI in CGMS, settlement process and payment ratio varies scheme to scheme and claim to claim, Trust settles the claims as per scheme guidelines and SOPs, as a part of automation bidder is expected to:

1. Create a program to facilitate the settlement of claims (both initial and final) by generating payment vouchers for approved claim payments within the CGMS.
2. Develop an API to be utilized by the accounting system for processing claim settlement payments.
3. Incorporate the consumption of a Bank's API for seamless payment integration and invocation of the Bank's API for inquiries regarding payment status.
4. Generate settlement reports and distribute them to specified users via email.
5. Establish integration with the recovery module to evaluate recoveries made and produce the final settlement report for claim settlements.
6. Design a program to manage any exceptions encountered throughout the Claim Settlement process, allowing Trustees to make decisions on payment approval/rejection exceptionally, or permit Claim payments exceptionally in accordance with defined DoP guidelines.

Post Claim Process Once the Guarantor releases any amount to ELI against an invoked guarantee, any recovery made by ELI under the account must be passed on (fully/in loss sharing ratio) by the ELI to the Guarantor as per the provisions in schemes. Post Claim Recoveries Module shall allow the ELI to pass on the post- claim recoveries to the Guarantor. Also, the module shall facilitate refund of ELI's share of such recoveries by the Guarantor back to the ELI. The Module should include:

1. a program to allow ELIs to enter the required information regarding claims recovery and upload the associated documents, if required.

2. Reconciliation of such Receipts at NABSanrakshan end. Generation of Receipt Voucher. Integration with Accounting Software.

3. Automatic flow of data from and to other modules / systems.

4. Capturing of recovery amount, its status, submission to trust by ELI (Date wise, case wise etc).

5. Charging of penal Interest if there is delay in passing on of such receipts by ELI.

6. Collection/waiver/partial waiver of such penal interest. Integration with Accounting Software.

7. A program to allow for refund of ELI share in the recoveries.

B.9. Recovery Process

Recovery includes recoveries gained from defaulted loan (NPA) applicant by ELIs and those obtained via inspection visits which are settled against the claims made.

As part of the process, bidder is expected to:

1. Design a program allowing ELIs to input necessary information pertaining to claims recovery and upload relevant documents.
2. Establish an approval workflow mechanism for the recovery process in accordance with predefined Standard Operating Procedures (SOP).
3. Develop a program to automatically generate demand notes for the recovery amount and enable ELIs to select multiple demand notes to initiate payment advice.
4. Generate virtual account numbers for each payment advice issued.
5. Create a program to utilize the Credit Guarantee Trust's Bank's API to transmit payment advice data to the Trust's Bank.
6. Integrate with the core accounting systems of the Trust, currently Tally, with future compatibility for potential upgrades to ERP systems.
7. Ensure the proposed solution offers API configurability to facilitate seamless information flow across different systems and ELIs.
8. Develop a program for automated reconciliation and appropriation of collection entries based on responses received from the bank through API integration, while also providing manual reconciliation capabilities.
9. Enable automated reconciliation of recovery to expedite claim settlements.
10. Ensure automatic data flow from other modules/systems.

11. Real-time capture of recovery amounts, their statuses, and submissions to the Trust by ELIs (date-wise, case-wise, etc.) needs to be integrated with the payments module.

B.10. Inspection Process

Inspection is an important step intended to check on the adherence of policies and process by the ELI for guarantees issued by Trust/s.

As part of the process bidder is expected to –

1. Create a module to oversee the inspection process, where claim cases are chosen and assigned to third-party agencies for physical inspection.
2. Develop a program to manage a master list of third-party inspection agencies along with their contract terms and validity periods.
3. The module should notify ELIs and agencies of inspection cases via emails and system notifications/alerts.
4. Provide the agency with the ability to input their findings against inspection parameters and upload required documents for highlighted inspection cases within their login.
5. Establish a process flow to address action items derived from the inspection report, such as recovery and compliance measures.
6. Generate a closure report based on inspection comments to be shared with relevant stakeholders. Trusts will provide remarks on each finding and have the option to upload counter documents.
7. Develop an approval workflow for closure report approval.
8. Create a program to manage exceptions throughout the inspection process, enabling Trusts to make decisions on exceptionally approving or rejecting submitted reports, or permitting exceptional submissions according to defined DoP guidelines.
9. Develop a program to generate payment instructions to be sent to the financial system (Tally/ERP).

B.11. Reporting process / MIS / Dashboard

1. The bidder is required to automate the generation of reports and dashboards based on specified metrics as part of the process. The Trust will provide the calculation methodologies and predefined reporting frequencies.

2. The reporting structure must be flexible, allowing users to select and deselect fields for report generation. These fields should be linked to a master database table containing all or most commonly used fields for extracting real-time data.

3. Enable ad-hoc report generation for various data points captured by the Trust/s.

4. The bidder shall design the predefined reports in addition to customized dynamic reports generator as per NABSanrakshan's requirement.

5. Develop a find and query-based reporting structure with the ability to add dynamic parameters and filter operators.

6. Ensure the reporting structure can export data in formats such as Excel, PDF, DOC, etc.

7. Develop Business Intelligence (BI) dashboards using MS Power BI or any other solution. These dashboards should integrate with CGMS, providing role and profile-based data visibility and dynamic data analysis. All reports should be linked to audit trails/frozen data to provide the actual data position as of the desired date.

8. The bidder must develop an Actionable dashboard based on the approval workflow, indicating the business process-wise initiated, approved, returned, rejected, and total transactions. Data visibility should be based on users' roles and profiles.

B.12. Integrations

CGMS will have integration with various third-party systems for the different purpose and nature, CGMS will have both inbound and/or outbound integration under different business scenarios. In addition to the aforementioned integrations in respective business process section but not limited to, Bidder is expected to cover below –

1. Bidder needs to integrate SMS gateway and Email gateways which are required by the Trust/s as a part of the solution. The shortlisting of SMS gateway vendor shall be done by Trust/s. During the shortlisting process bidder will play technical consultant role; however, its implementation, integration etc. shall be done by bidder as a part of scope of this RFP at no additional cost to NABSanrakshan. The commercials of SMS API (if any) shall be based on actual utilization of these services and shall be paid by NABSanrakshan.

2. Bidder needs to develop APIs as mentioned above in respective CGMS business process section but not limited to, all the APIs should be equipped with authorization (token based and user credentials based both), encryption (Minimum SHA 256#), compression, and

bidirectional SSL handshake (Minimum TLS 1.2 and above) to achieve maximum security. Final security methods will be discussed and finalized with shortlisted bidder.

3. All inbound API integrations will work on whitelisted IPs only.
4. Bidder is expected to develop technical documents of all API developed for CGMS business transactions.
5. Bidder needs to consume API of Banks / ELI, Ministry, third party, agencies etc. but not limited to, Bidder need to ensure the end-to-end integration of the same as a part of scope of this RFP at no additional cost to Company.
6. Bidder needs to consume APIs of Trust/s' Banks for payment and collection process.
7. Bidder needs to develop dashboard using BI tool and integration of the same with CGMS, data visibility on dashboards should be based on users' role and profile.

B.13. Notification / Alerts / Emails/ Workflows

CGMS need to incorporate workflows, notifications, and alerts for various system transactions, including auto alerts for different purposes and events. In addition to the workflows, alerts, and notifications mentioned in the respective business process sections, but not limited to those, the Bidder is expected to address the following:

1. Develop a configurable workflow mechanism for transaction decisions (e.g., approval, rejection, returns, etc.), capable of flowing data based on both position-based and value-based hierarchies as required
2. Create a configurable notification/alert mechanism that will operate in conjunction with the workflow system.

B.14. Data Migration

CGMS will serve as a unified application for all credit guarantee schemes.The Bidder is expected to address the following, but not limited to:

1. Develop a common and optimal architecture suitable for all schemes.
2. Create metadata and data migration scripts for all guarantee schemes managed by NABSanrakshan

3. CGMS will operate in continuation with the data migrated from the existing applications, requiring the Bidder to ensure that document sequencing follows the patterns established in the old database.

4. The Bidder must possess comprehensive knowledge of the data migration plan, including database structures, clean-up, maintenance, and data protection, and implement governance standards accordingly.

5. Data integrity and efficient data structure should be prioritized, with the highest level of security adhered to during data migration. The migration methodology should be leak-proof and real-time to enable implementation of the CGMS solution without dependency on the older system. In the event of any dependencies or lapses during User Acceptance Testing (UAT) or project duration, the Bidder must implement necessary processes/queries to ensure all required data is available within the project scope at no additional cost.

6. Data migration is proposed to occur in a phased manner, with details to be discussed and finalized with the selected bidder.

B.15. Other Technical/ Generic Requirement

i. Emphasis should be placed on enhancing operational efficiency, maintaining high quality standards, and optimizing costs.

ii. The bidder must ensure the implementation of robust user management features including user profiles, password policies, OTP, Captcha, ensuring complete security and compliance with VAPT standards. Additionally, the CGMS solution should seamlessly integrate with Active Directory (AD) for authentication.

iii. The bidder should develop a configurable user profile system to manage visibility of system functionalities and data.

iv. All system transactions and master records must include functions for adding, editing, deleting, and canceling, with comprehensive audit trails. Hyperlinks to audit trails should be provided throughout the specified transactions and functionalities outlined in the scope of work.

v. The bidder should incorporate flex field data fields (DFF) concepts across all application transactions to address varying business needs without requiring additional programming.

vi. All APIs to be developed must adhere to RESTful API architecture standards. Consumption of APIs will be determined by API providers; the bidder must comply with provided guidelines, though alternative architectures may be proposed, subject to approval by NABSanrakshan.

vii. The bidder is accountable for the development, acquisition, or procurement of all necessary artwork, images, icons, etc., required for the CGMS project outlined in this RFP, without any extra charges. The selection of such elements will be done in consultation with NABSanrakshan.

viii. The CGMS solution must exhibit platform responsiveness, ensuring optimal performance across various devices such as mobile phones, tablets, iPads, and laptops.

ix. The bidder must implement progress bars or waiting icons throughout the system for operations involving data retrieval or storage, aligning them with NABSanrakshan logo theme or as finalized in consultation with NABSanrakshan.

x. Throughout the project development and implementation phases, the bidder must ensure the delivery of complete, functional source code, which will be a mandatory requirement for phase sign-off.

xi. All source code, data structures, and related intellectual property rights produced during the project shall be the exclusive property of NABSanrakshan. The bidder must submit the source code periodically as per NABSanrakshan defined schedule and when requested.

xii. Original source code, Data dictionary and Database design. The same shall be updated for customizations.

xiii. The bidder is responsible for providing patches, updates, and upgrades during the warranty and maintenance support period, including their implementation, without any additional cost to NABSanrakshan.

xiv. The bidder must ensure end-to-end encryption of data flow, ensuring that no information is transmitted in clear text across the network.

xv. VAPT of the solution must be conducted before deployment and every six months during the project lifecycle. Necessary bug fixes, changes, or enhancements based on VAPT findings are required at no extra cost.

xvi. NABSanrakshan regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the system. The Service Provider shall make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period at no additional cost to NABSanrakshan.The bidder is responsible for upgrading frameworks whenever new

versions are introduced or suggested by audit reports, without incurring any additional costs to NABSanrakshan.

xvii. Implement appropriate information security and cyber security measures, ensuring secure configurations for all system components and utilities, as per NABSanrakshan requirements.

xviii. Design the solution with redundancy to mitigate the impact of component, server, or software failures in the Production environment.

xix. Adhere to NABSanrakshan's security policies and incorporate necessary cyber security checks and high-level encryption as required during application development.

xx. Ensure compliance with upcoming data security regulations and implement them within the submitted bid price.

xxi. Conduct various testing activities including GUI Testing, Functional Testing, Regression Testing, Smoke Testing, Load Testing, Stress Testing, Security Testing, QC Testing, ad-hoc testing, and software testing principles (unit testing, integration testing, system testing, and acceptance testing) throughout the project duration. The bidder is responsible for these testing activities and should maintain comprehensive reports for external audits or other requirements.

xxii. Ensure adherence to all data compliance policies set by government and regulatory bodies, including RBI, and indemnify NABSanrakshan against any data loss resulting from security lapses in the solution.

xxiii. Act as the Single Point of Contact (SPOC) for project delivery, promptly engaging with NABSanrakshan cloud management team or DBA team as needed.

xxiv. All development costs, including customization of statutory, regulatory, and ad-hoc reports, must be included in the Price Bid. NABSanrakshan will not pay any additional costs until the solution is accepted.

xxv. The bidder is responsible for the manufacturer's warranty regarding proper design, quality, and workmanship.

B.16. Testing

Bidder would assist NABSanrakshan in the following:

i. Functional tests to demonstrate that each component as well as entire completed system performs the functions as it is designed to function

ii. Automated Test Reports are to be shared by the Bidder before Go-Live

iii. Test Reports for any customization done to be provided along with Release notes. Test Reports should have reference to the proof of the system working as per the functionalities desired.

iv. Load tests to demonstrate the ability of the system to perform without performance degradation under maximum traffic load carrying conditions as defined in the OEM's specifications. Load Test, regression testing to be performed prior to Go-Live and the report to be shared with NABSanrakshan.

v. Performance tests are to be conducted to demonstrate satisfactory performance during the testing phase prior to Go-Live

vi. The bidder shall conduct the tests, rectify any problems and provide a fully operational & efficient system.

vii. After complete testing by Bidder, UAT will be done by the officials of NABSanrakshan and later by a third party, if NABSanrakshan desires so.

viii. Bidder should obtain an official signed document accepting the system ("Final Systems Acceptance") from NABSanrakshan authorized personnel.

ix. Post Go-Live, bidder should provide development & test environment in NABSanrakshan's premises for on-going customization & testing.

B.17. View and Update

The Platform should provide easy access to users (both at Guarantor's end as well as ELI end) to view status of any CG and its underlying credit facility. Further, the same module could also be used for manual marking of NPA status of the underlying credit facilities by the ELI AND manual closure of CG by ELI/ Guarantor. The Module should:

1. capture details regarding current status as well as history of CG and its underlying credit facility (such as Date of Issue, Date(s) of renewal(s), CG Fee paid, Status of the credit facility, Status of the CG etc.)

2. allow update (say NPA marking/change in IRAC status of underlying facility, pre closure of account by ELI, forced closure of CG by the Guarantor etc.)

B.18. Managed Maintenance Support

1. Bidder in their environment needs to maintain the source code using the industry standard source safe tools such as Github, SVN, MVSS, ZOHO etc. to ensure the strict version control and security of source code at their own cost

2. Bidder in their environment needs to use Project Management Tool such as ZOHO /MPP (Microsoft) for project management and Monitoring & Control, at their own cost and provide access of the tool to NABSanrakshan Project team as well for monitoring, ZOHO/MPP should be updated with the status realtime basis. NABSanrakshan will do review on ZOHO/ MPP tool only.

3. Appropriately qualified personnel appointed by the Service Provider shall perform Services as listed in Scope of Work with due care and diligence and to such high standards of quality as it is reasonable for NABSanrakshan to expect in all the circumstances post the expiry of this Agreement.

4. Though it is an ongoing activity, a complete documentation (Functional, Technical, Architecture, Process documents, Testing user manual for the product, tools and utilities) of the entire solution along with user manuals, hand-out and materials is supposed to be submitted within 3 weeks of Go-Live and versions/changes may be appended as and when required during the entire project period.

5. The bidder is required to provide comprehensive functional and technical kits, encompassing module-wise descriptions. Additionally, thorough documentation of each screen and user manuals must be included.

6. The bidder must create and deliver training materials such as videos, screen presentations, and graphical slides for the complete demonstration of the product, to be submitted upon final delivery, installation, or deployment.

7. Training sessions on the software will be conducted for both internal and external stakeholders as per NABSanrakshan requirements. The bidder will furnish the training content in digital format.

8. Helpdesk- Involves two components:

<u>Ticketing tool/Complaint module</u>:

a. Objective: Registration and management of technical/functional queries by users (ELIs and NABSanrakshan)
b. The link for tool shall be provided in Home page of Web portal
c. To be integrated with office 365 Email and SMS

d. The tool shall have:

i. Complaint registration page: Captures User details such as Login ID, Name, Contact No, Email ID automatically from the database. The complaint description box, uploading support docs (pdf/jpg).

ii. Categorisation of Queries: Technical/Functional.

iii. Email/SMS alert facility for Users and Assignee

9. Bidder will ensure a senior management level meeting quarterly onsite for quarterly business review for better collaboration and higher success of project.

10. The scope outlined in the respective business in this RFP is indicative and high-level. Detailed scope specifications will be provided by the trust during the Software Requirement Specifications (SRS) stage. These detailed specifications must be signed off as the project delivery scope, which the bidder must agree to in order to deliver within the project timeline. Additionally, any modifications suggested by the trust during the project's course, up until go-live, must be accommodated by the bidder. NABSanrakshan reserves the right to modify, delete, or introduce new processes, project scope, support scope, locations, deliverables, etc., both before and after implementation.

11. The bidder is required to thoroughly comprehend the business processes by interacting with NABSanrakshan stakeholders. Through this interaction, the bidder must gain a deep understanding of the intricacies of the operations. Subsequently, the bidder is tasked with developing an architecture that aligns with the best-suited and most advantageous options for NABSanrakshan, carry out gap-analysis between the existing software and proposed software, suggest innovative idea on tools, technology, project management approach. This entails not only selecting appropriate technologies and methodologies but also considering factors such as scalability, efficiency, and cost-effectiveness. The ultimate goal is to propose an architecture that optimally supports NABSanrakshan's objectives and requirements.

12. Bidder must supply licences for OS, Middleware and DB required for system, all such component should have valid direct OEM support during the entire project period.

B.19 Application Deployment Requirements

Sr No	Specification
1	**Infrastructure & Software**
A	All user application licenses for UAT / PROD will be provided by the bidder or the bidder shall procure all licenses in name of NABSanrakshan.
B	The bidder shall supply and implement software/tool for real time synchronization between DC and DR. DR site should be identical to DC.
C	Documentation and detailed architectural design is required to be submitted as part of the implementation process
D	The Bidder shall also setup a UAT, Pre-prod & Production server as per the requirement and migrate to different data centre or cloud whenever required during contract period without any additional cost
E	The Bidder will be solely responsible to keep database and all application components up-to-date for CGMS, All the upgrades and support related to CGMS application must be highlighted to NABSanrakshan's team time-to-time proactively
	The Bidder shall be responsible for:
a	Database management, replication between DC & DR and any other activity related to availability of application
b	Execution of all schedule database jobs, alerts, triggers, other database objects shall be Bidder's responsibility, Bidder need to work in high collaboration and close coordination with Database maintenance team
c	Fixing all VAPT observations highlighted by VAPT team within agreed time limits
d	Bidder needs to keep development and maintenance resources who understands database matters / issues and understand all pertaining terminologies end-to-end
e	Provide suitable monitoring software for monitoring of the performance of all software components during the service period

f	Provide manuals/documentation, including all user and technical documents for all functionalities / modules / tools forming part of the CGMS Solution, in electronic format In addition, provide online help with search option to all users for all applications forming part of the CGMS Solution These manuals should be in digital, modular, searchable formats
2	**Software Maintenance**
a	The Service Provider, under AMC shall provide support and maintenance services to NABSanrakshan in relation to CGMS Solution during the Contract Period and thereafter as per the terms hereof. The enhanced support and maintenance services under the AMC shall include, but not be limited to the following services:
i	Software maintenance support
ii	Change Management
iii	Version Control and Management
iv	Database Administration
v	DR Setup Management including DR Drills and role swaps
vi	Operations Management
vii	Security
viii	Application management including day-end, day-begin, month-end, year-end periodic and daily backups etc.
ix	CGMS Solution updates, patch management, security updates, data updates
x	System documentation
xi	Operational documents
xii	Problem management
xiii	Training
xiv	Extensive MIS and reporting
xv	Any other support and maintenance service required by NABSanrakshan
b	During the subsistence of the Warranty Period, any AMC Services which would otherwise be covered under the Warranty as per the terms hereof, shall not be chargeable by the Service Provider separately under the AMC.

3	**Support**
a	To ensure support at National Level on 24 x 7 basis for 365 days a year, i.e.8 AM to 8 PM, and beyond office hours as per administrative exigencies during the project period.
4	**Solution Sizing & Scalability**
a	The solutions to be able to scale up to meet increasing usage requirements. Although an initial estimation of the hardware specifications (quantity and model / version) would be required to size the solution based on system interaction, to increase capacities the solution should adaptable to scaling. The following should be kept in perspective:
i	**Able to scale up to meet increasing load** Solution should be able to handle increasing number of first-time users, transactions, data sharing processes etc.
ii	**Able to demonstrate stress levels exerted** Solution should be able to handle increasing number of concurrent users, concurrent transactions, synchronous data sharing with other systems etc.
iii	**Able to perform on throttled bandwidth environments** **S**olution should be able to perform to the agreed service levels regardless of the bandwidth available or in multiple bandwidth availability scenarios
iv	**Should have low technical & infrastructure resource consumption** Solution should optimally use technical resources such as memory, processor (CPU), storage etc. In addition, should optimally use data center resources on available bandwidths.
v	**Should be interoperable to newer technology upgrades** The solution should be able to harness the advantages of legacy technology (servers, software, devices etc.) while be able to upgrade to newer systems. This would enable low cost – optimal utilization of resources.
5	**Horizontal Scalability**
a	Scalability of an application is aided through designing services as granular as well as loosely coupled. Use of distributed data stores and sharding also

	aid application scaling. If the service uses database/datastore, it must ensure database layer can also span multiple database nodes This can be achieved either by using a distributed data store; or
b	If using traditional RDBMS systems, this can be achieved by ensuring application level sharding (partitioning) is implemented to partition data across many RDBMS nodes. Each shard has the same schema but holds its own distinct subset of the data. A shard is a data store in its own right, running on a server acting as a storage node.
6	**Others**
a	The software shall be owned by NABSanrakshan and shall be the sole owner of the intellectual property, source code and usage rights relating to all parts of the software that has been developed with and for the purpose of NABSanrakshan in general and this project in particular.
b	NABSanrakshan shall have exclusive rights over source codes used for customizing the products for CGMS and same shall be delivered to NABSanrakshan. The operation and maintenance of the source code will be done by the Service Provider or as long as the contract lasts.
c	The IPR for the CGMS solution should not be restricted / compromised through any legal interpretation. The solution should clearly be the property of NABSanrakshan.
d	During the process of software development, the bidder will incorporate the views of National Informatics Centre (NIC), GoI on the subject and wherever required.
e	The software shall have the provisions for membership management and audits such as Statutory, Financial, Special, Internal, Operational, etc.
f	The software Service Provider shall participate in the committee of GoI/State Govt./NABARD/NABSanrakshan as per the timelines suggested by NABSanrakshan or on occasion as advised.
g	The Service Provider shall ensure confidentiality of information and shall not utilize any information about NABARD/NABSanrakshan that may be

	shared with it during the course of the assignment for any purpose other than for successful completion of the project.
h	The software shall include a module for a recovery through suit filing and legal action.
i	Bidder will assign single point of contact for the project to facilitate the execution of the project and any communication pertaining to the project.
j	The Service Provider will ensure that no liability arises on account of sensitive data hosted in the data center or repository. NABSanrakshan shall be indemnified from such liabilities. The entire liability of such an incidence will be with the Service Provider.
k	The final data stored will be treated as the data of 'National Importance' and will be subject to all forms of audit prescribed by GoI, State Government/s, NABSanrakshan and law enforcement agencies from time to time.
l	The data security structure will be maintained confidential by the service provider and not shared with any unauthorized authority other than those mentioned in this RFP or informed by NABSanrakshan.
m	Bidder shall setup the source code repository and CICD pipelines for application deployment and maintaining production source code in NABSanrakshan name.

B.20 Technical Requirements

S.No	Specifications/Features
1	MeitY empanelled Public Cloud must be hosted in India by the bidder, and there should be no network and data sharing/replication to any data center outside the boundaries of the country. The CSP (bidder) will be bound by Indian law, Indian IT Law, and the applicable regulations, as amended from time to time. No data in any circumstances should be shared/copied/transmitted without' s consent/written permission of the NABSanrakshan and it should be as per the Indian IT Law, RBI guidelines, NABSanrakshan & NABARD policy & guidelines and other regulatory & statutory body in India

2	The bidder will be responsible for provisioning of requisite network infrastructure (including switches, router, firewalls, load balancers, SFPs, other devices and ancillary infrastructure) to ensure accessibility of the proposed infrastructures and applications at all time as per defined SLA's.
3	CSP should have a multi-site infrastructure setup, with network performance between them sufficient to accomplish replication, so that NABSanrakshan can architect for high availability with defined RTO and RPO between primary site and secondary site.
4	The bidder is fully responsible for tech refreshes, patch management and other operations of infrastructure that is in the scope of the bidder under this RFP.
5	The CSP should ensure minimum 99.5% of proposed solution availability
6	The bidder shall provide NABSanrakshan with all the logs for the services for security monitoring and incident alert management.
7	Bidder shall provide interoperability support in case of change of Service Provider, migration to another CSP or availing backup from a different Service Provider.
8	The bidder should adhere to the relevant standards published (or to be published) by MeitY or relevant standards bodies or regulators.
9	NABSanrakshan and its auditor(s) will have right to audit the data center facilities of CSP through any regulators or through any third parties as needed by the regulators and this may entail data localization, sovereignty, confidentiality, Data protection & data privacy, and such other things. It's bidder responsibility to enable the same. The bidder should facilitate audit for cloud services provided and share audit reports on information security & data integrity, source code review including APIs, details about APIs encryption of payloads, authorization, and authentication API wise - every year irrespective of any audit on demand.
10	Solution should have Management dashboard/console along with capability to provide Alerts & Monitoring interface. Solution should support Remote Administration for administrators. ACL based mechanism must be supported along with access logs (PIM/PAM)
11	The solution should be encrypting data both at rest, data in motion, and in transit with TLS (minimum TLS 1.2).
12	The proposed solution should also have mechanism for virus detection and blocking, spam effectiveness, false positives as well as email delivery.
13	Bidder to perform regular backup as per backup schedule to be decide by NABSanrakshan and should perform quarterly recovery drills and restore database as and when required by NABSanrakshan

14	Bidder should provide right to audit the data centers in India. In addition: a. NABSanrakshan's data should not cross Indian geographical boundaries (physically or logically). b. NABSanrakshan must have "Rights to Audit" the bidder's compliance with the agreement including rights of access to the bidder's premises where relevant records and NABSanrakshan's data is being held. c. Audit rights for the NABSanrakshan or its appointed auditor (nominee) or regulators should be integral clause in agreement. d. NABSanrakshan should have access/ monitoring mechanism for Privilege user access (of bidder) to cloud based systems.
15	Security: a. Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs. b. Encryption and Key Management: Depending on sensitivity, data is to be encrypted, transport layer encryption is to be ensured using SSL, VPN Gateway, SSH and TLS encryption. End-to-end process for managing and protecting encryption keys to be established and documented. Compliance is to be ensured on ongoing basis. c. Monitoring: Devices should be integrated with NABSanrakshan's SOC, if so desired, for continuous monitoring for access monitoring, threat monitoring, audit logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring d. The bidder shall provide the artifacts, security policies and procedures demonstrating its compliance with the Security Assessment and Authorization requirements.
16	In addition to Cloud Security (which includes protection of cloud data, support regulatory compliance & protect customers' privacy), the information security controls including change management, identity and access management, cryptographic controls, network security, data security, vulnerability management, virtualization security, Business continuity, incident management, log monitoring etc. should be implemented on Cloud by bidder at all locations
17	Controls related to Operations Security shall be implemented for ensuring Secure Configuration, Application, OS, DB, Web Server, Back-up & Recovery, Change Management, Capacity & Demand Management, Protection against Malicious Code and Monitoring, Auditing & Logging security requirements and any other as required by NABSanrakshan on cloud.
18	NABSanrakshan shall be evaluating the operations of the cloud services subscribed & implemented & effectiveness of security controls in the Cloud Computing environment, bidder should enable NABSanrakshan in monitoring the same by providing requisite access, periodic reports, and management Information & dashboard material for reporting on control assessments

19	Cloud architecture shall account for and shall be submitted by bidder regularly at periodic interval to NABSanrakshan: a. Type of workload, b. Requirements of availability and resiliency, c. Security, d. Authentication, e. Performance, f. Operations and management. g. Logical segregation
20	Security should be implemented at all layers i.e., Physical, Network, Data, Application, gateway etc., of cloud architecture with multiple security controls.
21	NABSanrakshan's data should be logically isolated from other customers, to avoid co-mingling of data and application
22	Cloud workload is protected against network-based attacks by implementing controls such as: a. Network segregation of workloads on the cloud shall be implemented based on their type (production, test, development) and purpose (user, server, interface, critical infrastructure segments etc.). b. A security network segment (landing segment) shall be implemented for terminating all ingress traffic to the cloud. c. All internet traffic to the workload on cloud shall be routed through DMZ. Other network segments in the cloud environment shall not have direct access to the Internet. d. Micro Segmentation shall be implemented on the cloud. e. All network segments in the Cloud environment shall be protected with security controls such as virtual appliance, Firewall, IPS/IDS, anti-DDoS, AV, DLP, WAF, NAC etc. f. Direct network connection with cryptographic controls shall be implemented to secure the traffic between the cloud and on-premises environment.

23	Implement principle of selective privileges and impose segregation of duties with appropriate access and authorization: a. Segregation of privileged users and their activities must be documented. Access Control and Role Conflict Matrix to be defined and implemented. Access to Master/ Admin account for Cloud deployment shall be used by exception and shall not be used for operational activities. b. Multifactor authentication shall be implemented for user access to critical workloads and for all privileged access on the cloud. c. Users with privileged system access shall be clearly defined and regular user access reviews, at least once every three months, shall be conducted. d. Cloud Service Provider/ Cloud Management Team should not have access to any application data of the NABSanrakshan. d. Conditional access should be implemented for privileged users. e. Legacy authentication protocols should be disabled. f. A granular access control policy should be implemented for access to any cloud resource.
24	Retention of NABSanrakshan's data on the cloud shall be in accordance with the extant guidelines of NABSanrakshan's Data Retention Policy.
25	Web Application Firewall shall be implemented on the cloud for Web based applications. WAF application signature should be updated and reviewed regularly. The Report shall be submitted to NABSanrakshan on a periodic interval
26	Secure Software Development Lifecycle (Secure SDLC) shall be followed for all applications in the cloud throughout the application lifecycle. Security assurance certificate shall be provided by the bidder to the NABSanrakshan for applications provided by Third Party.
27	The systems in cloud infrastructure should be periodically updated with the latest anti-malware signatures, the bidder shall submit the period report on the same with NABSanrakshan
28	Data Loss Governance and risk management framework shall be defined by bidder for workload on the cloud and same shall be shared with NABSanrakshan on periodic basis. Data loss prevention controls should be implemented to secure the data in the cloud environment from unauthorized or inadvertent exfiltration.
29	File integrity monitoring should be implemented in order to ensure authenticated changes and to detect unapproved changes to files.
30	Mechanism shall be implemented to detect service faults or outages in the cloud environment.

31	Appropriate Business Continuity Plan and Disaster Recovery Plan shall be put in place for the workload on the cloud, based on the risk assessment. Bidder shall incorporate the business continuity requirements of the NABSanrakshan in its BCP and DR Plan for NABSanrakshan's workload. In case of critical workloads, bidder's plans should be shared with the NABSanrakshan. Appropriate Disaster recovery solution should be in place on quarterly basis or as decided by NABSanrakshan to ensuring the compliance to BCP and DR Continuity.
32	Change/Configuration management procedures shall be aligned with the NABSanrakshan's Change Management policy, including change request, approval procedures and notification mechanism.
33	The cloud infrastructure should be periodically updated with the latest patches and assurance for the same shall be shared by bidder periodically (once in three months or as per NABSanrakshan's discretion).
34	Secure configuration settings related to OS/ database/ network devices/ virtual machines/ middleware should be implemented.
35	Audit logging should be enabled on all systems on cloud. An audit trail of user access event logs should be maintained to ensure compliance towards regulatory requirements. Duration of retention of Log & data in cloud should be in accordance with extant Data Retention Policy of the NABSanrakshan.
36	All logs of assets related to NABSanrakshan's subscription/ tenant should be integrated with the NABSanrakshan's SOC (as and when required). Report should be submitted at periodical intervals as defined by NABSanrakshan or on Quarterly basis (before every billing cycle)
37	Bidder shall regularly monitor the use of cloud services, forecast capacity requirements, and accordingly normalize the resources, post approval from NABSanrakshan, to prevent information security incidents caused by resource shortages /malfunctions. Logical and detailed explanation along with the requirement should be provided for performance and capacity linkage and accordingly resources normalization should be submitted to NABSanrakshan
38	Roll-out / phasing-out of applications to / from cloud should follow the Data Migration Policy of the NABSanrakshan.
39	For secure deletion/destruction of data: a. Do not use Cryptographic Erase (CE) to purge media if the encryption was enabled after sensitive data was stored on the device without having been sanitized first. b. Do not use Cryptographic Erase (CE) if it is unknown whether sensitive data was stored on the device without being sanitized prior to encryption.
40	Information Security Awareness (including NABSanrakshan's policies), education and training programs should include security best practices for usage of Cloud, Cloud specific risks etc. to relevant stakeholders.

41	Evidence of periodic security assessment of cloud environment such as Threat & Vulnerability Risk Assessments or equivalent or independent security assessments, should be provided by bidder at Quarterly intervals and/or as required by NABSanrakshan.
42	Periodic Security Assessments as per MeitY guidelines shall be performed to identify and mitigate risks in the Cloud setup and evidence for the same should be provided to the NABSanrakshan.
43	Bidder should arrange to ensure that periodic Vulnerability Assessment and Penetration Testing (VAPT) is performed on assets provisioned for NABSanrakshan in cloud infrastructure annually or as required by NABSanrakshan. However, NABSanrakshan will also conduct the VAPT of the provisioned assets
44	Comprehensive Security Review (CSR) of the application/service on the cloud shall be conducted on yearly or bi-yearly or as defined by NABSanrakshan basis depending on the type of workload. Information security reviews should be conducted in case of transition or changes of bidder during renewal of services
45	Information security incident management process shall be established to discover, report, respond and prevent information security events and weaknesses effectively by bidder
46	Security incidents should be notified to the relevant stakeholders and escalated in accordance with an escalation matrix and timelines formulated as per the criticality of the workload and in accordance with regulatory and extant guidelines.
47	Requirements for forensic investigation including mechanism for acquisition of log data from bidder should be documented and reviewed & approved by NABSanrakshan. Bidder shall provide reasonable access to necessary information to assist in any Forensic investigation arising due to an incident in the cloud
48	The IS controls' implementation should cover all locations that support NABSanrakshan's data storage and/ or processing requirements.
49	Bidder to regularly and/or as per the frequency defined by NABSanrakshan should submit evidence of conducting DR drills, and lessons learnt and their detailed recordings.
50	Default admin and root users should be deleted/disabled, and access should be based on user specific IDs and all such accesses should be logged
51	Bidder should deploy Single Sign On (SSO) and strong Password Policy for End point and application access
52	Proper access control is to be defined for protecting NABSanrakshan data and access to the Data is strictly on Need-to-Know Basis
53	Log generation, storage and review process should be certified by CERT IN empanelled auditor, report for the same shall be submitted by bidder as and when required by NABSanrakshan

54	Bidder confirms and agrees the following: a. Right to audit to NABSanrakshan with scope defined. b. Right to recall data by NABSanrakshan i.e., that is data removal (soft/permanent) from CSP systems. c. System in place of taking approvals for making changes in the application. d. Regulatory and Statutory compliance at bidder site. e. IT Act 2000 & its amendments, DPDP and other Acts/Regulatory guidelines f. Availability of Compensation clause to fall back upon in case of any breach of data (confidentiality, integrity, and availability), or incident that may result into any type of loss to NABSanrakshan. g. No Sharing of data with any 3rd party without explicit written permission from competent Information Owner of NABSanrakshan including with the Law Enforcement Agency (if applicable), etc.
55	CERT IN Empanelled auditor report's is required for the following: a. CSP's environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall and any access from an external entity is permitted through DMZ only b. Bidder follows the best practices of creation of separate network zones (VLAN segments) for Production and non-Production such as UAT c. Internet access is restricted on: Internal servers, database servers, Any other servers d. Ensuring security posture of their applications. Security Testing includes but is not limited to Appsec, API Testing, Source Code Review, VA, PT, SCD, DFRA, Process Review, Access Control etc. e. Bidder has processes in place to permanently erase NABSanrakshan data after processing or after a clearly defined retention period f. Log generation, storage, and review process to confirm whether proper log generation, storage, management, and analysis happens g. Whether the CSP has witnessed any security or privacy breach in the past 2 years
56	If Indian government/RBI/Regulatory & statutory body demand is received for any data, the process mentioned below has to be followed: a. Disclosure of data of any kind on legal/statutory compulsion should be done only after obtaining concurrence from NABSanrakshan. b. Resist illicit demands that are invalid which are not permitted by the Indian Government or Indian IT Law or any other Indian Regulatory Authorities
57	Process and policies should be put in place by the bidder to stop and control data downloading/copying. The process and policies should be shared with NABSanrakshan on regular interval or as desired by NABSanrakshan. Data should not be allowed to be downloaded or to prepare copies unless explicitly approved by NABSanrakshan.

58	Information security controls implemented by bidder and any third party (if any) must be at least as robust as those which the NABSanrakshan would have implemented had the operations been performed in-house. Such implementation should cover all locations that support NABSanrakshan's data storage and/ or processing requirements. Certificate of Assurance supported by suitable evidence should be submitted by bidder, regarding status of controls implemented at all locations. In case of a single evidence/report, assurance that controls are consistent across all relevant locations processing/storing NABSanrakshan's data should be obtained.
59	Data (Online, backed up or local copy) must not be shared with outsiders (Any personnels) without explicit & case specific approval of NABSanrakshan. Data should not be allowed to be downloaded or to prepare copies unless explicitly approved.
60	The key used by the vendor to encrypt NABSanrakshan data should be(unique) different i.e., it should not be the same that was/is used for other clients
61	Bidder should ensure proper log generation, storage, management and analysis happens for the 3rd Party/Vendor application (including DFRA & access logs)
62	Bidder should have captive SOC or Managed Service SOC for monitoring their systems and operations
63	Any/all decision pertaining to the proposed & provisioned applications and/or infrastructure and/or tools and/or services shall be obtained from NABSanrakshan prior to provisioning
64	The Application and DB is/will be hosted separately on a dedicated instance for NABSanrakshan. Evidence of dedicated instance for NABSanrakshan should be submitted.
65	Rules are implemented on Firewalls and other devices of the 3rd Party/Vendor environment used to access NABSanrakshan application in Cloud as per NABSanrakshan approved process and rules & process are reviewed periodically.
66	The Primary & secondary should be physically separate and should be at two different locations (different seismic zone).
67	Bidder should have in place procedures for emergency changes, including the roles and responsibilities, and that shall be documented.
68	Mechanism shall be implemented for apprising details of sub-contracting of workload and periodically notifying changes in sub-contracting by CSP to NABSanrakshan

69	Bidder should have Risk Framework in place for cloud adoption shall include but not be limited to following checks: · Type of service being outsourced · Application criticality · Classification of data · Cloud service model · Cloud deployment model · Data localization requirements and Laws affecting cross-border data transfer and storage · Legal, regulatory and compliance requirements · Data availability and recovery requirements · Data recovery in case of disaster and in case of contract termination · Feasibility to audit/review IT controls of the third party or obtaining independent review report for the same from CERT-In empanelled security consultant, to ensure it meets NABSanrakshan's information security requirement. · Global security practices · Applicable threats, its likelihood and corresponding impact · Data segregation, confidentiality, privacy controls at the third party (cloud) · Sub-contracting · Continuous monitoring requirement · Exit strategy
70	Bidder shall assist NABSanrakshan's and provide all necessary documents and data for conducting Bidder's risk assessment during on boarding, periodically during life cycle and upon termination/transition of services.
71	Threat Modelling of all activities being performed by bidder should be documented and should be shared with the NABSanrakshan on periodic basis
72	Bidder confirms that NABSanrakshan reserve the right to Audit the premise/offices of any of its sub-contractor involved in the project as and when required by NABSanrakshan. Bidder should submit the compliance, taking full responsibility of arranging the same as and when required by NABSanrakshan
73	NABSanrakshan during the contract stage may change the architecture at any time, based on the software changes or migration of different tech stack. Bidder should ensure the compliance to the change within the defined timelines, as agreed by NABSanrakshan
Architecture	
1	The architecture of the system should follow modular application architecture that emphasizes separating the functionality of applications in independent services. All the components of the application should have the ability to be reused and replaced without affecting the rest of the system fostering agility, efficiency, and resilience.
2	The system should support cloud delivery model as this approach will allow to redeploy parts of or all the application to a cloud platform, whenever required.

3	The system must comply with organization's guiding principles & standards for enterprise information security/system architecture
4	The system must be optimized to minimize their power and memory footprint for better performance
5	Every design decision of the applications should take into account the optimum use of CPU, memory
6	System must be designed to be efficient, scalable, manageable, fast, frugal with resources, compos-able and SOA-style self-contained
7	The application architecture must be modular with different modules performing logically discrete functions, all modular services developed separately and composed together to construct an executable application program
8	The data architecture must classify data in a number of ways based on function, purpose, structure, confidentiality, sensitivity
9	The solution should have a native support for cloud deployment model
10	The solution should have detailed, periodically updated data dictionary which should be shared with NABSanrakshan on the periodicity as specified by NABSanrakshan
11	Infrastructure diagrams, Security & network architecture, data flow diagrams, documentation and configurations must be up to date, controlled and available to assist in issue resolution. The same is to be submitted to NABSanrakshan at regular interval and as & when there is a change in the design & architecture by bidder.
Platform and Solution	
1	Periodic benchmarking of proposed solution as desired by NABSanrakshan
2	The solution should support to customize the product for different jurisdictions as per the local Regulations as well as client needs.
3	Solution shall be platform agnostic.
4	The Bidder shall deploy the solution in dedicated instance for NABSanrakshan for hosting the application.
5	An administrator console to the NABSanrakshan to implement/manage/change organization level archival, retention and Backup policies.
6	Browser software should support basic authentication, session authentication, active content filtering, additionally it should be designed to work well with supported proxy servers and virtual private network solutions
Scalability and Performance	
1	The solution should support dynamic elasticity to cope up with the change in user loads.
2	The solution should support horizontal and vertical scaling to meet the NABSanrakshan's future requirement.

3	Scaling process to be clearly defined by the Bidder and should not involve any code changes.
4	The number of users who all are utilizing the Software Solution overall as well as at a given point in time should be available as a dashboard.
5	Ability to scale linearly
6	Solution should be able to scale to accommodate future usage loads, such as load balancing, clustering, support for additional CPU cores etc.
7	Solution should meet performance standards regardless of the location within India
8	Capability to handle sub second response time
9	Allow for high capacity to carry out transactions during high volume period
10	Proposed Cloud should provide autoscaling, network load balancer, application load balancer for ensuring the compliance to the RFP
11	Bidder is required to ensure site to site secure tunnel (VPN) from NABSanrakshan office and bidder's office (accessing the infrastructure for Cloud) to all cloud locations
Security	
1	The solution should comply with the security guidelines & principles of NABSanrakshan, RBI, regulators and GOI
2	Data should be protected at rest and in motion
3	Secure mechanisms and protocols must be used for authentication
4	When the application fails, it should fail to a state that rejects all subsequent security requests
5	Every failure must be handled as per Risk Management Policy
6	Application must be designed to recover to a known good state after an exception occurs with no changes to data.
7	A global error handler must be designed to catch unhandled exceptions and an appropriate logging and notification strategy must be designed
8	Client account, transaction data or any sensitive information is encrypted when in motion and at rest.
9	Solution should be implemented in higher security standards like Virtualization, Segregation of Servers, and compartmentalization. Secured Coding Practices, OWASP etc. to ensure 100% security of the Solution
10	Client account, transaction data or any sensitive information is encrypted when in transit.

11	Solution should comply with the IT Security Policy, Cyber Security Policy, and IT Policy of the NABSanrakshan
12	Encryption to be used for API, data traveling between platform and other interfacing applications. Integrity of data to be maintained at 100% of time.
13	The Bidder shall create adequate controls ensuring that, when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps.
14	All the components of proposed solution (software, etc.) in the Primary site should be replicable at the secondary site (except for test and development environment).
15	Shared database services should not be used, database and clusters must be setup separately for NABSanrakshan.
16	Bidder to note that only supported version of the software, OS and DB should be provided.
17	Bidder to ensure that root access of the database configured for NABSanrakshan should be with NABSanrakshan and only designated user (approved by NABSanrakshan) should be provided access of database for maintenance activity
Licensing and implementation requirements	
1	The solution shall be web-based and accessible over the internet.
2	The solution should be deployed in Production and UAT and there should not be any restriction on the number of instances / deployments / users based on the licenses and any other limitation quoted in Commercial Bid
	Support and Maintenance
1	Bidder should fix bugs identified during the period of contract at no additional cost to the NABSanrakshan.
2	Bidder should warrant all the software against defects arising out of faulty design, workmanship etc. throughout the contract period.
3	Bidder should ensure availability of technical expertise and SMEs to extend continuous support to the on-site team.
4	Bidder will be responsible to manage day-to-day operations, system administration & maintenance, system support, troubleshooting, technical support, patching, configuration, deployment, change & release management, and support and cloud-based DR & BCP activities.
5	Bidder should resume operations from an alternate site with minimum downtime whenever required
6	Bidder in consultation with NABSanrakshan will decide on the Change Requests (CR) to be taken up for coding and estimate the man days required for each CR and prepare a User Requirement Document (URD). After URD approval from NABSanrakshan, Bidder team will start working on the CRs. If URD is not available, Bidder team will start working on the approved CR.

7	Bidder should perform system performance monitoring and publish uptime reports at the frequency desired by the NABSanrakshan.
8	Bidder should provide the access to NABSanrakshan of the EMS tool utilised by bidder for monitoring the utilization and maintenance of SLAs defined in the RFP. NABSanrakshan should have real time view of the data. NABSanrakshan should have a access to review and view the alerts, logs, tickets, and SLA compliance on a real time basis.
9	Any change / upgrade / solution modification / patch suggested by the Bidder will be first communicated and discussed with the NABSanrakshan; only after the confirmation and acceptance by the NABSanrakshan shall it be applied to the production environment.
10	Audit Trail - All transactions should be securely logged to detect any modifications.
11	All historical records of deviation along with user audit trail should be logged for future reference.
12	History of each parameter change should be logged.
13	Users should be able to access audit trails of all the transactions, modifications/changes for audit purpose.
Reporting	
1	The system should support all the different reporting requirements of the NABSanrakshan that includes MIS database instance, • Customizable user specific report • Dashboard requirement • Technical Audit Log trail reports for access control log • Reconciliatory reporting where needed • System health check dashboard for monitoring health of application including security vulnerabilities.
Performance Requirements	
1	The system should be configured to support BUSINESS VOLUMETRICS (concurrent users)provided in the RFP. However as per NABSanrakshan requirement the system should be scalable. There should not be any application/solutions dependency to increase the volumetric except for system hardware (RAM, CPU, Storage). NABSanrakshan should be able to increase the hardware requirement on demand from the CSP.
2	The proposed solution should be cost-effective, scalable and use standard platforms
3	NABSanrakshan may engage at later during the contract any third-party solution for performance monitoring of the proposed solution for which the Bidder should support at no additional cost to NABSanrakshan.

Scalability Requirements	
1	Scaling process to be clearly defined by the Bidder and should not involve any code changes.
Compliance with NABSanrakshan's policies	
1	The solution provider should not store or share any data outside the NABSanrakshan's infrastructure.
2	Ownership of data in the cloud - bidder should have no rights or licenses, including without limitation intellectual property rights or licenses, to use data owned by NABSanrakshan for its own purposes by virtue of the transaction or claim any security interest in data owned by NABSanrakshan
3	The solution should ensure that the log collection, storage, management, integrations are done in a secured and tamper-proof manner.
4	Isolation of NABSanrakshan's data from other customers in the cloud
5	Ownership of any/all data generated/fed/stored in the system lies with the NABSanrakshan and bidder has no rights or licenses or any IPR on the data.
6	Log retention should adhere to the time frame as per the NABSanrakshan's log retention policy, details for retention shall be minimum for the period defined by regulatory and statutory authority.
7	Service Provider to submit data dictionary before go- live and minimum once a year if there is any major change in data dictionary
8	Remote access from Bidder's workplace to NABSanrakshan's environment (proposed environment) will be for limited purpose including development, support operations, deployments, debugging etc., the security compliance of this access is the responsibility of bidder
9	Access to and disclosure of the NABSanrakshan's information assets by the bidder - Information should only be used by the bidder strictly for the purpose of the contracted service, and in accordance with the terms of pertaining to such use
10	Secure removal, return, retention and/ or destruction of assets and data belonging to NABSanrakshan- Upon termination or upon the direction of the NABSanrakshan
11	Bidder confirms and obligates himself to provide notification to the NABSanrakshan in the event of any significant changes that may impact service availability (including controls and/or location) and security incidents i.e., breach of security or confidentiality (but not limited to)
Infrastructure	
1	The solution should support deployment on dedicated instance for NABSanrakshan. The Bidder shall finalize the cloud solution requirement in line with volume, request/response times, cloud replication requirements, back up disk & media based.
2	The Bidder shall configure, deploy, support, and manage the set up for the NABSanrakshan.

3	The bidder is required to ensure the storage of data in secured environment for the period as defined by NABSanrakshan. Once the services are discontinued by NABSanrakshan, the bidder must ensure that data is removed from all environments of bidder
4	Dashboard to monitor all resource utilization on real-time basis.

Appendix C- Check List of Bid Documents

Sl. No	Check List	Annexure
	Technical Bid	
1.	Executive Summary	
2.	Bid Submission & Conformity Letter	II
3.	Letter Of Authorisation	III
4.	Compliance Statement	IV
5.	Details of Bidder	V
6.	Eligibility Criteria- Compliance	VI
7.	Technical and Functional Specifications	VII
8.	Resource Profile	VIII
9.	Statement of Deviations	IX
10.	Bank Guarantee in lieu of Earnest Money Deposit as per provided format.	X
11.	Bank Mandate Form	XI
12.	Pre-Contract Integrity Pact	XII
13.	Non-Disclosure Agreement	XIII
14.	Declaration Cum Undertaking	XIV
	Commercial Bid	
1.	Commercial Bid	XV

Appendix D- Evaluation Methodology

D.1 Evaluation by the Technical Evaluation Committee

The Technical Bids would be evaluated by the Technical Evaluation Committee based on the technical evaluation criteria and sub criteria listed below:

D.1.1 When deemed necessary the Technical Evaluation Committee may seek clarifications on relevant aspects from the Bidder. However, that would not entitle Bidder to change or cause any change.

Stage	**Particulars**	**Weighted Maximum Score**
Stage A (70% weight inTechnical Score)	Compliance with Functional/Technical Requirements	70
Stage B (10% in weight in Technical Score)	Minimum 3 reference of similar nature project and One Site visit preferably Mumbai	10
Stage C (10% weight inTechnical Score)	Proposal/Presentation by Bidder	10
Stage D (10% in weight in Technical Score)	Proof of Concept	10

D.1.2 The scoring methodology for Technical Bid components is explained in the following paragraphs.

D.1.3 Scores for the above individual parameters shall be added to determine the technical scores of the Bidders. The Bidder with the highest technical scoreshall be ranked as T1.

D.2 Scoring Methodology for Stage A

A list of Functional and Technical requirements are listed in table I & II of **Annexure VII**. Bidders should provide a response to each of the requirements.

D.3 Scoring Methodology for Stage B

D.3.1 References/site visit will be conducted to verify and supplement the information provided by the bidder in response to the RFP. Feedback from the client regarding the implementation of the project and services provided by bidder during the project period will be considered for evaluation. Bidder shall provide information in respect of client references in table III of **Annexure VII.**

D.3.2 Bidder shall provide reference of 3 projects of similar nature as reference with detailed implementation, scope of work and status implantation of projects.

D.3.3 Bidder shall provide one reference for site visit preferably inMumbai.

D.4 Scoring Methodology for Stage C

D.4.1 As part of the technical bid, the Bidder should submit proposed solution and its functionalities, plan of implementation, plan to manage day to day affairs of project.

D.4.2 As part of the technical evaluation, the Bidder would be required to make a presentation on proposed solution and its functionalities, plan of implementation, plan to manage day to day affairs of project.

D.4.3 The technical proposal and presentation would form the basis for scoring in Stage B.

D.4.4 Time slot of 30 minutes shall be allocated to each bidder for presentation.

D.4.5 Date & Time, place shall be intimated to eligible bidders later.

D.4.6. Presentation Evaluation Parameters for Stage C are as under:

Sl.No	Description
1	Introduction of Company, capabilities, clientele etc.
2	Understanding of NABSanrakshan and its functioning

3	Understanding of: a. Credit Guarantee Operations b. NABSanrakshan IT requirements
4	Features and capabilities of the solution offered.
5	Past challenges faced by the bidder and resolution offered.
6	Implementation methodology
7	Testing and Data Migration Audit Methodology.
8	Project Management Methodology and Project Timelines along with detailed Project Management Plan.
9	Resource deployment plan
10	Exit methodology

D.5 Scoring Methodology for Stage D

Bidder shall provide a proof of concept POC on following parameters:

Sl.No	Description
1.	Understanding of NABSanrakshan's requirements of Credit Guarantee Operations.
2.	Development methodology/Approach and development of Returns and Reports
3.	Coverage of features, functionalities, user friendliness, UI/UX etc
4.	Usage of tools, technology and process
5.	Demonstration

Annexures

Annexure I – Pre-Bid Query Format

Bidder Name: Contact Person: Contact no.: Email Id:				
Sr. No.	**RFP Reference Page No.**	**RFP Clause No**	**Existing Clause Details**	**Clarification sought**
1				
2				
3				

Annexure II –Bid Submission & Conformity Letter

(To be submitted on Bidder's Letter Head)

Ref.No. 2024

The Chief Executive Officer
NABSanrakshan Trustee Pvt. Ltd.
Plot No. C-24, 'G' Block,
Bandra-Kurla Complex, Bandra (East)
Mumbai, Maharashtra - 400051

Dear Sir,

Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS) for NABSanrakshan

We, the undersigned, offer to submit our Bid in response and accordance with your tender NABSanrakshan/88/NTPL-10/2024-25 dated 23 August 2024having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite documents as desired by NABSanrakshan.

We have remitted EMD amount of Rs. 20, 00,000/- through RTGS/NEFT to NABSanrakshan's Bank Account on _____ (date) which has UTR No. of. _____.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by NABSanrakshan to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us.

Further, we agree to abide by all the terms and conditions as mentioned herein in the tender document.

We agree to abide by this offer till 180 days from last date of bid submission. We agree that, the rates quoted by us would serve as a rate contract for future additional services.

We hereby agree to participate and abide by the methods of evaluation indicated in the RFP.

We have also noted that NABSanrakshan reserves the right to consider/ reject any or all Bids without assigning any reason thereof.

We understand that NABSanrakshan is not bound to accept any proposal it receives.

Dated at day of_ 2024.

Yours sincerely,

Date

Place:

Signature of Authorized Signatory:

Name of the Authorized Signatory:

Designation:

Phone:

E-mail:

Name of the Organization:

Seal:

Annexure III – Letter of Authorisation

(To be submitted on Bidder's letter head)

Ref.No. 2024

The Chief Executive Officer
NABSanrakshan Trustee Pvt. Ltd.
Plot No. C-24, 'G' Block,
Bandra-Kurla Complex, Bandra (East)
Mumbai, Maharashtra - 400051
Dear Sir,

Subject: Authorization Letter for submitting Bid documents.

REF: Your RFP NABSanrakshan/88/ NTPL-10/2024-25

This has reference to your above RFP for Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS) for NABSanrakshan. Mr./Mrs./Miss_____ is hereby authorised to submit the Bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the services / systems/ goods required by NABSanrakshan as called for vide NABSanrakshan's request for proposal vide RFP -------- dated on behalf of our organization.

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

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority:

(Certified copy of Power of Attorney of authorised Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the Bidder on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in their bid.

Annexure IV – Compliance Statement

(To be submitted on Bidder's letter head)

Declaration

Ref.No. 2024

Compliance	Description	Bidder Response (Yes/ No)
Special Terms & Conditions, General Terms & Conditions	We hereby undertake and agree to abide by all the terms and conditions including annexures, corrigendum(s) etc. stipulated by NABSanrakshan in this RFP. (Any deviation may result in disqualification of Bids)	
Scope of Work	We certify that the proposal submitted by us is as per the scope of work stipulated in the RFP. (Any deviation may result in disqualification of Bids)	

We understand that NABSanrakshan reserves the right to reject the Bid, if the Bid is not submitted in proper format as per RFP.

Authorized Signatory Name: _____

Designation: _____

Company Seal: _____

Date: _____

Annexure V: Details of Bidder

(To be submitted on Bidder's letter head)

S. N.	Particulars	Bidder's Response
1	Name of the Bidder	
2	Year of establishment	
3	Registration number and date of registration.	
4	Registered Office Address.	
5	GST Number	
6	PAN No.	
7	**Chief Executive Officer/Managing Director Details**	
a	Name	
b	Designation	
c	Mobile No.	
d	Mail Id	
8	***Address of Bidder Office at Mumbai with contact numbers***	
a	Address	
b	Land Line No.	
c	Mail Id.	
9	**Contact Details of Bidder's Authorized Representative**	
a	Name	
b	Designation	
c	Mobile No.	
d	Mail id	
e	Specimen Full Signature and initials.	

10	**MSME Details**	
a	Whether Bidder is MSME ? (Yes/No)	
b	MSME Registration No	
c	Date till which MSME Certificate is valid.	
11	**Bank Account Details**	
a	Bank Name	
b	Beneficiary Name	
c	Account Number	
d	IFSC Code	
e	Account Type	

I certify that the above-mentioned information and the relevant Enclosures are true and correct.

Name of Organisation: _____

Authorized Signatory Name: _____

Place: _____

Designation: _____

Company Seal: _____

Note:

Certified copies of the following documents to be attached:

1. Permanent Account Number (PAN).
2. MSME Certificate, if applicable.

Annexure VI: Eligibility Criteria- Compliance

(To be submitted on Bidder's letter head)

S.N.	Evaluation	Documents to be submitted	Compliance(Y/N)	Description Of documents attached
1. a. b.	**Credentials** The Bidder should be a company incorporated under Companies Act 1956/2013 and having its registered office in India. Bidder should be dealing with IT related products/providing IT solutions for at least 5 years immediately preceding the Bid submission with valid GST registration.	• Certificate of Registration issued by Registrar of Companies; • The latest registered copy of Memorandum and Articles of Association; • GST Registration Certificate; • Certificate from authorized signatory/ Company Secretary of the Bidder indicating that they are in the business of providing Software Solution for last 5 years		
2.	**Financials** The Bidder should have: Minimum average	• Audited Balance Sheets of last three years. CA Certificate		

a.   b.

	Processing System / Loan Management System / Insurance Management System/E-Governance System in financial domain in BFSI sector**/PSU/Govt. Department in India in at least 3 institutions during last 5 years. References of top three projects in above category, at least one of them of Rs. 3 crore and above (in terms of the size of the solution) Reference of all such experiences where the implementation activity is complete/on-going for atleast one year as on 31st March 2024, will only be considered. In case Bidder has signed Confidentiality Agreement with Customers, a Self-Declaration by Bidder with masked PO may	should be submitted.		

	be Submitted.			
4.	**Non Blacklisting** The Bidder should not have been blacklisted by any Bank, Financial Institution, Govt.'s in the last 3 financial years	Bidder should submit a declaration to the effect as per the format provided in **Annexure-XIV**. If this declaration is found to be false, NABSanrakshan shall have the right to reject Bidder's offer and if the Bid has resulted in a contract, the contract is liable to be terminated		
5	No Partnership / Consortium bidding is allowed.	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory		
6.	The public cloud infrastructure offered by the bidder for hosting the solution much necessary be empaneled with MeitY for offering requisite cloud services.	Empanelment Certification of Cloud Service Provider and latest cloud audit report.		

** Scheduled Banks in public or private sector / All India FIs / NBFCs/

Insurance Cos/Regulatory bodies dealing with any financial matter in India.

Annexure VII – Technical and Functional Specifications

(To be submitted on Bidder's letter head)

I . Technical Specifications

Sr No	Specification	Attributes	Maximum Marks	Self-Assessed Score	Documents to be provided
1	Average Turnover for last three financial years	Upto 40 Cr More than 40 Cr to 80 Cr More than 80 Cr	2 3 5		
2	Number of Guarantee Management System or similar solutions (Loan Processing System / Loan Management System / Insurance Management System/E-Governance System in financial domain in BFSI sector/PSU/Govt, developed/customized and managed by the supplier. Only projects with minimum value of Rs. 50 lakhs and	1-2 Projects 2-4 projects More than 4 projects	2 4 6		Copies of POs and a Letter from the Customer confirming the successful Completion/ project sign-off. Incase of ongoing implementation of the solution, copy of atleast one invoice should be submitted.

	above should be considered.				
3	Experience in deploying and managing solution in MeitY empanelled Public Cloud.	Yes No	5 0		
5	Only CMMI L3 Only CMMI L5 ISO 27001 and CMMI L3 ISO 27001 and CMMI L5		2 3 4 5		
6	Citation of projects with Mobile application development/ customization and management experience (IOS/Android) and Business Intelligence project (Any BI) experience in eligible projects.	0 Projects 1-2 Projects 2-4 projects More than 4 projects	0 1 3 5		

II. Functional Specifications

For every Readily Available (RA) response a score of 2 would be awarded, for every Customizable (CM) response a score of 1 would be awarded and for every Not Available (NA) response a score of 0 would be awarded. It must be noted that CM response would indicate that while the feature is not yet available in the solution, the same shall be provided through customization before Go-Live without any additional cost to NABSanrakshan.

Sr. No	Modules	Functional Requirement	Bidder's Response (RA/CM/NA)	Self-Assessed Score
1	User Management	Solution should allow users to create new user accounts (at ELI and Trust's end) with required details such as username, email, password, and role etc.		
2	User Management	Solution should allow to define and manage (alteration/updation/modification/deactivation/activation etc.) roles with specific permissions.		
3	User Management	Solution should enable password maintenance, change, recovery etc.		
4	User Management	Solution should allow easy unlocking of locked accounts with security questions etc.		
5	Inspection	Solution should provide: a. a module to oversee the inspection process b. a program to manage a master list of third-party inspection agencies along with their contract terms and validity periods. c. Notifications to ELIs and agencies of		

		inspection cases via emails and system notifications/alerts. d. Facility to upload inspection reports. e. Develop an approval workflow for compliance and closure report approval.		
6	Lead generation / Request for ELI Registration	Solution shall provide access of ELI Registration Module to Guest users (Temporary users).		
7	Lead generation / Request for ELI Registration	Solution will receive and manage leads i.e. real time customer acquisition (Registration of ELIs under each Scheme) from multiple sources (Guest users) through web form and will assign unique Lead IDs to the validated leads received. System will perform dedupe before lead creation. Logic of dedupe will be provided by bidder as per NABSanrakshan requirement and same should be configurable based on product/region/groups etc.		
8	Lead generation / Request for ELI Registration	The system should enable Guest users to upload copies of the documents (required for ELI registration) into the system.		
9	Lead generation / Request for	Solution should be able to display the document checklist (Mandatory as well as optional documents) and the same should be		

	ELI Registration	available to users at ELI end as well as users at NABSanrakshan end.		
10	Lead generation / Request for ELI Registration	Solution should be able to check if all mandatory documents have been uploaded and if some mandatory document(s) are not uploaded, the solution should not allow the Guest user to forward the web form request for registration to NABSanrakshan.		
11	Lead generation / Request for ELI Registration	Solution will have omni-channel customer journey from start, resume and completion ability cross platform i.e., WEB PORTAL, MOBILE APPs.		
12	ELI Registration	Solution should support the following for lead creation and generation: a. Manual Lead Creation through UI (Web and Mobile) b. Lead De-duplication c. Capture Detailed information of the lead d. Capture details of the Guest user e. Add and modify lead details f. upload/modify documents g. initiate leads for multiple Credit Guarantee Schemes under a Trust through single application h. Unique Lead ID generation. i. Communication to the Guest users as well as other ELI officials (whose email IDs are shared in the Lead).		

		j. Searching based on the Unique Lead ID or other defined parameters with full/ partial matching. k. Full/partial matching option should be configurable		
13	ELI Registration	Solution should have provision for capturing and storing ELI basic details (Nodal office, Bank Account of the ELI etc.), details of Agreement with ELI, Documents submitted by ELI, etc.		
14	ELI Registration	Solution should provide an approval workflow mechanism for on boarding the various types of ELIs based on the eligibility criteria. General Features should be provided in the solution across the products , customers, etc.: a. Unique Lead ID generation b. Allocation of lead as per logic requirements of NABSanrakshan c. Lead Tracking d. Monitor Lead status, define SLAs, TATs, Escalation Matrix e. Automatic reminders for follow-up f. Automatic internal and external notifications based on different events		

		g. 360 degree view of the lead details h. Upfront/Processing fees / charges reminder i. Audit Trails for each steps/modifications		
15	ELI Registration	Solution should have provision for: a. Bell Notification and Email Alerts to ELI users on approval / rejection / return of the ELI Registration request b. creating ELI account (linking ELI with the Scheme) and creating user accounts on approval as eligible ELI.		
16	CG Application Creation	Solution will receive and manage Credit Guarantee Applications from multiple sources through web form and will assign unique Application IDs to the validated Applications received. System will perform dedupe and Logic of dedupe will be provided by bidder as per NABSanrakshan requirement and same should be configurable based on product/region/groups etc.		
17	CG Application Creation	The system should enable users to 1. Create CG Application for one credit facility (Transactional CG) 2. Bulk upload CG applications for many credit facilities (Transactional CG)		

		3. Upload one CG Application for more than one credit facility (Portfolio CG)		
18	CG Application Creation	Solution should be able to display the validations for each field in the Application format and the same should be available to: a) ELI users b) NABSanrakshan users		
19	CG Application Creation	Solution should be able to distinctly display Mandatory and optional fields in the Application and the same should be available to users at ELI end as well as users at NABSanrakshan end.		
20	CG Application Creation/ Submission	Solution should be able to a. create Management Certificate (MC) for each Application and b. allow the ELI user to accept the terms and conditions of the MC and c. submit the accepted MC along with the CG Application.		
21	CG Application Creation	Solution should support the following for Application creation : a. Manual Application Creation through Web b. Application De-duplication c. Capture Detailed information of the Application d. Capture details of the ELI users e. Add and modify Application details f. upload/modify documents		

		g. bulk upload of Applications h. Unique Application ID generation. i. Searching based on the Unique Application ID/Batch ID or other defined parameters with full/ partial matching. k. Full/partial matching option should be configurable		
22	CG Application Creation/ Submission	The system should allow forwarding of CG Applications by the ELI users based on Go-No-Go criteria of NABSanrakshan		
23	CG Approval	Solution should be able to provide compliance chart (Compliance of all eligibility parameters under the Scheme) for NABSanrakshan users. Provision has to be put in place for relaxations as per the delegation.		
24	CG Approval	Solution should have provision for Bell Notification and Email Alerts to the users on approval / rejection / return of CG Application.		
25	CG Approval	Solution will have omni-channel CG Application journey from start, resume and completion ability cross platform i.e., WEB PORTAL, MOBILE APPs.		

26	CG Approval	Solution should allow automatic fetching of the borrower data (360 degree profile of the borrower) for an existing borrower: - Borrower Profile - Exposure Details (CGs already issued / approved for credit facility to the borrower) - Existing Details - Details of invocation of CG for any credit facility to the borrower - Or any other relevant details already present in CGMS		
27	CG Approval	General Features should be provided in the solution across the Schemes, ELIs etc.: • Unique Application ID generation for each CG Application • CG Application Tracking • Monitor Application status, define SLAs, TATs, Escalation Matrix • Automatic reminders for follow-up • Automatic internal and external notifications based on different events • 360 degree view of the CG Application details • Audit Trails for each steps/modifications [capture of date and time of logins of various user levels and date and time of details of CG applications and their status through the entire CG Lifecycle]		
28	CG Approval	Solution must allow ELI users and NABSanrakshan users to view the progress status of his CG Application		

29	CG Approval	Solution should allow the user for movement of the leads/CG applications in the below formats including but not limited to 1) Forward with comments/remarks 2) Backward with comments/remarks 3) Reject with mandatory reason 4) Raise Query 5) any other as defined by NABSanrakshan		
30	CG Approval	The Solution should provide a dashboard showing the Pending Applications for the user. This dashboard would be for all Pending works related to CGMS operations for the user.		
31	CG Approval	Solution should manage journey drop off scenarios and exception handling.		
32	CG Approval	The Solution should have a mechanism that cancels an application if it is pending for more than a specified number of days after follow-up for missing documents/ information.		
33	CG Approval	Functionality for handling deviations, exceptions with appropriate approval authority matrix within NABSanrakshan wherever required for CG Applications and also during lifecycle of any CG. The Solution should also enable NABSanrakshan's authorized personnel to define/modify the approval authority matrix for deviations/exceptions.		
34	CG Renewal	Solution should be able to a. Select and Send Bell Notification and Email		

		Alerts for all the CGs due for renewal b. retrieve the existing data for each CG Renewal Application (Pop up of the existing data) while the ELI user is preparing the Renewal Application. c. Handle the validations of the data d. Generate auto triggers and an escalation mechanism if renewal has not been done for accounts and intimate ELIs in form of notification / alerts / emails etc. e. facilitate revival of guarantees where there are delays in payment of Renewal guarantee fee (Lapsed Guarantees) as also Temporarily Closed Credit Guarantees. f. Charge Penal Interest for delayed fee payments. g. Allow Full/part waiver of penal interest. All other requirements would be similar to CG Application.		
35	Claims	Solution shall : a. allow the ELI to submit claim application in tranches (first claim/second claim/final claim) b. allow upload of documents. c. establish an automated approval mechanism for claims based on predefined rules, including filtration, rejection, and screening of proposals. d. design an approval workflow mechanism for the claims approval process according to		

		defined Standard Operating Procedures (SOP). e. implement automatic reminders and an escalation mechanism. f. develop a program to manage exceptions throughout the claims process, enabling NABSanrakshan to make decisions on approval/rejection exceptionally, or permit claim cases exceptionally under defined DoP guidelines. g. create a de-duplication engine to check for previously marked NPAs against names, Registration No., Customer ID, Loan account number other than the one applied for, and to check against future NPA databases before settling the claim. h. ensure API configurability for seamless information flow across different systems and ELIs. i. ensure automatic data flow from other modules/systems.		
36	Claims Settlement	Solution shall : a. facilitate the settlement of claims (both initial and final) by generating payment vouchers for approved claim payments . b. Develop an API to be utilized by the Accounting system for processing claim settlement payments. c. Incorporate the consumption of a Bank's API for seamless payment integration and invocation of the Bank's API for inquiries		

		regarding payment status. d. Generate settlement reports and distribute them to specified users via email. e. Establish integration with the recovery module to evaluate recoveries made and produce the final settlement report for claim settlements. f. Design a program to manage any exceptions encountered throughout the Claim Settlement process, allowing Trustees to make decisions on payment approval/rejection exceptionally, or permit Claim payments exceptionally in accordance with defined DoP guidelines.		

37	Post Claim	Solution shall provide: a. a program to allow ELIs to enter the required information regarding claims recovery and upload the associated documents, if required. b. Reconciliation of such Receipts at NABSanrakshan end. Generation of Receipt Voucher. Integration with Accounting Software. c. Automatic flow of data from and to other modules / systems. d. Capturing of recovery amount, its status, submission to trust by ELI (Date wise, case wise etc). e. Charging of penal Interest if there is delay in passing on of such receipts by ELI. f. Collection/waiver/partial waiver of such penal interest. Integration with Accounting Software. g. A program to allow for refund of ELI share in the recoveries.		
38	Collections & Reconciliation	Solution should have provision for a. Calculating CG Fee (at the time of issue/renewal/enhancement of CG). b. Calculating penal interest c. Generating State of Estimates, Tax Invoice etc. in respect of CG Fee. d. Calculating CG cover for each CG		

		e. Calculating the maximum Claim Amount to be paid and claim amount to be released in each tranch f. Calculating the payable Post claim recoveries amount		
39	Collections & Reconciliation	Solution should automatically compute taxes (GST) and any other applicable charges		
40	Collections & Reconciliation	Solution should store and process based on the defined workflows various periodic request/demands/dues raised at the time of issue of CG , renewal of CG, Enhancement of CG Cover, Post claim Recoveries etc)		
41	Collections & Reconciliation	Solution should provide the dashboards highlighting the following details CG wise, ELI wise, Scheme wise, time period wise, but not limited to 1) CG Details 2) Transaction history 3) Account statement (CG Fee Demanded, CG Fee Paid, Renewal Fee demanded, Renewal Fee paid, Claim Amount, Claim approved Claim paid etc) 4) Information like Penal charges etc		
42	Collections & Reconciliation	Solution should store and process based on the defined workflows various periodic request/demands/dues raised at the time of issue of CG , renewal of CG, Enhancement of CG Cover, Post claim Recoveries etc)		

43	Collections & Reconciliation	Any short/ excess payments received will be adjusted as per the logic/rules defined in the system. The logic /rules should be configurable in the system.		
44	Collections & Reconciliation	Solution should be able to generate reminders on overdues through Email		
45	Collections & Reconciliation	Solution should have provision for reconciliation of payments received from the ELIs.		
46	Collections & Reconciliation	Solution should have facility to settle the amount in the order of appropriations as defined by NABSanrakshan.		
47	Collections & Reconciliation	Solution should have provision for Excess/Advance payment parking in suspense account and posting it against future dues when such due arises		
48	Collections & Reconciliation	Solution should have facility to waive off the charges with appropriate on-line approval/authorisation		
49	Business rule engine/Master Definition	Solution should enable officials to configure CG Fee Rates and other Scheme Parameters based on NABSanrakshan's requirements		

50	Business rule engine/Master Definition	Solution will maintain the Masters for the allocation of leads and provide necessary controls and user access as per NABSanrakshan requirement. The platform should have status dashboard for the different user groups. Master data table should be configurable from the UI by super admin. Examples of masters are: Solution will maintain the masters for the allocation of leads and provide necessary controls and user access as per NABSanrakshan requirement. The platform should have status dashboard for the different user groups. Master data table should be configurable from the UI by super admin. Examples of masters are: ELI Master, CG Fee Master, CG Cover Master etc		
51	Business rule engine/Master Definition	Solution must be capable of low code, agile credit engine to configure, run, test credit policies by business users/admin		
52	Business rule engine/Master Definition	Solution shall have a decision engine to have intelligent supervision of deviation from Scheme parameters/any other specific benchmark stipulated by NABSanrakshan.		
53	Business rule engine/Master Definition	Solution must have facility to define rules based on different parameters. Rules could be related to de-dupe, exposure, scoring,		

		eligibility, data analytics or other rules like risk-based pricing etc.		
54	Business rule engine/Master Definition	Solution will have an internal configurable, parameterized, customizable, and Dynamic BRE Module as per the requirements of NABSanrakshan (Product specific, Score card based, dedupe, eligibility, customer exceptions, workflow movement etc.) and/or for processing applications (CG Application, Application of enhancement in CG cover on account of WC enhancement, Claim Application etc)		
55	Business rule engine/Master Definition	Solution should have the robust rule engine to design the processing of Applications and appropriate escalation matrix for deviation rules defined by NABsanrakshan.		
56	Business rule engine/Master Definition	Solution should support Committees based processing and sanction of Claims as per the delegation of sanctioning powers specified by NABSanrakshan		
57	Audit Trail management	Solution shall be able to automatically record an audit trail of events under the control of the system, storing information about: Action which is being carried out, The object(s) to which the action is being applied, The user carrying out the action, The date and time of the event		
58	Audit Trail management	Solution shall support Audit- trails at user levels. Solution shall provide facility to		

		generate Audit trails on separate actions, and between specific date/ times and shall maintain a log of failed attempts to log-on to the system.		
59	Audit Trail management	The Solution shall track and record information about events in the audit trail without manual intervention.		
60	Audit Trail management	Solution shall log all the actions done by individual users with username, date and time and the administrator shall be able to generate detailed audit logs and history of the process instance. The solution shall ensure that audit trail data cannot be modified in any way, or any part of the data be deleted by any user, including an Administrator.		
61	Audit Trail management	Solution shall ensure that the selection for audit trail tracking, and all later changes to it, are also recorded in the audit trail.		
62	Audit Trail management	The Solution shall ensure that audit trail data is available for inspection on request, so that a specific event can be identified, and all related data made accessible		
63	Audit Trail management	The system should be able to document the history of all interactions and communications for each CG Application.		
64	Document Management system	Solution should have capability to store and retrieve document, perform indexing, provide role based access of the documents		

65	Document Management system	The solution should make provisions for instantaneous document search by text content, metadata, or any other file attributes such as name, extension, etc.		
66	Document Management system	The solution should support compression/decompression, searching and indexing to minimize traffic loads on the network		
67	Document Management system	The solution shall provide facility to index at multiple levels – Batch, folders, files, page and documents on user-defined indexes like department, office type, file number, year etc.		
68	Document Management system	Every document version must be able to have its own individual access control rights and metadata values that can be changed without affecting other versions of the same document.		
69	Document Management system	Solution should not have any limitation on defining custom metadata fields		
70	Document Management system	Solution should support associating metadata to records.		
71	Document Management system	Solution must support multiple types of metadata.		
72	Document Management system	Solution shall have an In-built editor for entering the notes.		

73	Document Management system	The solution shall be able to keep track of the document & workflow status, the date/time the jobs are started and ended, the creation and archival date of the documents.		
74	Document Management system	The platform should receive and process documents in file formats including but not limited to PDF, XML, XLS, CSV, WORD, JPEG, PNG etc. and tag them with the respective leads (CG applications). Using OCR/ICR, the data fields should be auto populated.		
75	Document Management system	Solution should have the functionality to upload necessary documents required at every stage of Credit Guarantee operations.		
76	Document Management system	Solution should support availability of including but not limited to latest CG application, Application for renewal of CG, Application for enhancement of CG Cover on account of increase in Working Capital limit , Claim Application, etc.		
77	Document Management system	Solution should have the capability to search and generate reports/documents which are stored in the system including but not limited to Documents submitted by the ELIs at the time of registration/CG Application/Renewal/Claim etc., Statement of Estimates, Tax Invoices, Inspection Reports, Notes for Claim Settlement Committees etc.		

78	Document Management system	The bidder needs to configure and customize document management processes and create a seamless association of digital content across all Credit Guarantee Schemes in the solution.		
79	Document Management system	The solution should support version control mechanism to track the documents while also allowing rollbacks		
80	Document Management system	The bidder should make provisions for instant results and quicker retrieval of key documents by advanced content management capabilities and advanced filtering criteria		
81	Document Management system	The solution should support smart archival of documents of multiple and varying formats		
82	Document Management system	System should capture details and print standard Statement of Estimates and Tax Invoices in the prescribed format as desired by the NABSanrakshan.		
83	Document Management system	Solution should have inbuilt DMS for the storage and retrieval of documents with their associated indexing and metadata		
84	MIS & Reports	The solution should enable automatic generation of fully customizable reports and dashboards based on specified metrics as part of the process		
85	MIS & Reports	Solution must have a facility to develop a find and query-based reporting structure with the		

		ability to add dynamic parameters and filter operators		
86	MIS & Reports	Solution should provide dashboards that can integrate with CGMS, providing role and profile-based data visibility and dynamic data analysis		
87	MIS & Reports	Solution should enable ad-hoc report generation for various data points captured under the Scheme.		
88	MIS & Reports	Solution should ensure that the MIS can be exported in formats such as Excel, PDF, DOC, etc.		
89	Ticketing Tool	Solution to provide ticketing tool to allow users to register and manage technical/functional queries along with respective categorization. Also allow users to upload documents/images.		
90	Ticketing Tool	Solution should allow the tool to be integrated with office 365 Email		
91	Ticketing Tool	Solution to generate Ticket ID, enable status tracking and automatically update ticket status and notify relevant stakeholders as the ticket progresses.		
92	Integrations	Solution shall a. have integration with various third-party systems for the different purpose and nature b. integrate SMS gateway and Email gateways c. consume APIs of Banks / ELI, Ministry,		

		third party, agencies etc. and ensure the end-to-end integration of the same		

Note:

Bidder's Response	Description
RA	Standard feature. Required features **readily available** and to be provided by the bidder. Available from Day 1
CM	**Customization** required. Bidder will provide the customization with the stipulated date (as per the project timelines provided in the RFP) by NABSanrakshan
NA	**Not available**

1. The bidder may refer to point no. D.2 (Scoring Methodology for Stage A) of **Appendix D** for providing appropriate response in the Bidder's Response Column.
2. Bidder is expected to provide for all requirements irrespective of the functionality of the solution proposed. Hence the overall cost must include all the requirements.
3. In case the Bidder fails to provide a "Bidder's Response" against any of the line items the response would be considered as incomplete and may not be scored, at NABSanrakshan's discretion.

4. Bidder is expected to provide the response by filling up the columns "Bidder's Response" and "Self-Assessed Score" only. Bidder is advised not to make any changes to any information on the RFP documents for example insert a row or delete a row or modify any other information like change the functionality required, etc.

5. Every requirement needs to be treated as an individual requirement and should not be clubbed with any other requirement and the Bidder needs to provide a "Bidder's Response" for that individual requirement, in case the Bidder clubs the requirements the response would be treated as incorrect.

6. The Evaluation Committee decided by the NABSanrakshan would be marking this annexure already scored by the bidder and would be appropriately assigning the final marks. The NABSanrakshan will have the discretion to change the marks against the Bidder's scored line item, if the bidder is not able to showcase the same in Proof of Concept or Presentation.

7. The marks allotted to the responses of the Bidder by the NABSanrakshan after carrying out the above steps above would be reduced to a scale proportionate to the marks allocated for the functional & technical evaluation for the respective module.

8. Bidder to ensure that any response or self-assessed score which is not aligned with the Requirement shall be treated as Non-Compliance for Scoring Purpose and may lead to disqualification of bidder at NABSanrakshan's discretion.

III. References / Site Visit

Sr. No	**Criteria** **(each item has maximum 10 marks)**	**Client Feedback**		
		Client Name	**Client Name**	**Client Name**
1	Workflow of the system: Data collection, processing, storage and analytics			
2	Return/Report development			
3	Integration with other applications including Email & SMS			
4	Ease of Use of system and User satisfaction			
5	AMC, Onsite support			

6	Responsiveness of the Vendor, Speed of delivery with Quality			
7	Functional and Requirement Understanding			
8	Performance of the System			
9	Quality of Trainings/ Workshops			
10	Quality of Resources deployed			

Annexure VIII – Resource Profile

(To be submitted on Bidder's letter head)

Ref.No. 2024

The Chief Executive Officer
NABSanrakshan Trustee Pvt. Ltd.
Plot No. C-24, 'G' Block,
Bandra-Kurla Complex, Bandra (East)
Mumbai, Maharashtra - 400051

Dear Sir,

With reference to RFP with reference no_____ dated _____, the details of team members for project are as under:

Sr No	Designation*	Professional Qualification (certification/ accreditation)	Areas of expertise relevant to RFP	Period of experience (in years and month)

**Designation like Project Manager, Team Leader, Business Analyst, Developers etc. may be submitted.*

Note:

a. Experience in institutions like Banks, FIs and NBFCs may be highlighted specifically mentioned in period of experience.
b. Details of areas of expertise in relation to projects in Banks, FIs and NBFCs may be specifically highlighted.
c. Documentary proofs are to be enclosed to substantiate the claims made.

I/we the undersigned, certify that to the best of my knowledge and belief, the information provided above are correct and that I/we understand that any willful misstatement described herein may lead to disqualification the assignment if engaged.

Name of the Authorized Signatory: _____

Designation: _____

Date: _____

Place: _____

Company Seal:

Annexure IX – Statement of Deviations

(To be submitted on Bidder's letter head)

Tender No: NABSanrakshan/88/ NTPL-10/2024-25				
Sr. NO.	**Page Number**	**Section Number**	**Clarification point as stated in the tender document**	**Comment/ Suggestion/ Deviation**
1.				
2.				
3.				
4				
5				

Name of the Authorized Signatory: _____

Designation: _____

Place: _____

Company Seal: _____

Annexure X –Bank Guarantee in lieu of Earnest Money Deposit

Ref. 2024

The Chief Executive Officer
NABSanrakshan Trustee Pvt. Ltd.
Plot No. C-24, 'G' Block,
Bandra-Kurla Complex, Bandra (East)
Mumbai, Maharashtra – 400051

Dear Sir

WHEREAS NABSanrakshan Trustee Private Limited, a Company registered under Companies Act 2013 (hereinafter referred to as NABSanrakshan, which expression shall, include its successors and assigns) has invited tenders for Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS) [hereinafter referred to as 'Project'] for NABSanrakshan.

(2) WHEREAS M/s_____who are our constituents (hereinafter referred to as "the Tenderers", which expression shall include the successors and assigns) have taken the tender for the said work.

(3) AND WHEREAS it is one of the condition of the said tender that the Tenderer shall deposit with NABSanrakshan at the time of submitting the tender a sum of `---------- /- (Rupees ---------- only) as and by way of Bid Security (BS), which BS shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by NABSanrakshan, failing to observe any of the terms and conditions of the tender or the Tenderer not supplying the said software to the satisfaction of NABSanrakshan and / or its Consultants.

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

In the premises aforesaid and in consideration of NABSanrakshan having agreed at our request to exempt the tenderer from depositing the said BS in cash. We,_____Bank having our Head Office at _____and one of our Branches at _____do hereby unconditionally and irrevocably guarantee unto NABSanrakshan that the Tenderer will execute the Agreement soon upon acceptance of the tender by NABSanrakshan and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of NABSanrakshan and the Tenderer) and implement the Project to the satisfaction of NABSanrakshan within the time stipulated therein, failing which WE the _____Bank shall, on demand and without demur, pay unto NABSanrakshan the sum of `---------- /- (Rupees ----------only) at its office in Mumbai.

We _____Bank further covenant that:

(a) We shall pay the aforesaid sum on demand made in writing by NABSanrakshan without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between NABSanrakshan and the Tenderers;

(b) that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABSanrakshan.

(c) that the decision of NABSanrakshan on the breach of any of the terms and

conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;

(d) that the notice of demand in writing issued by NABSanrakshan shall be conclusive proof as regards the amount due and payable to NABSanrakshan under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;

(e) that any neglect or forbearance on the part of NABSanrakshan in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABSanrakshan to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABSanrakshan and the Tenderer or any other act or deed on the part of NABSanrakshan which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.

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

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

(h) that we hereby agree that this guarantee shall be valid and be in force for the entire

period of validity of bid (i.e 180 days, from the last date of bid submission) and we hereby agree to renew this guarantee for such further period or periods at the request of NABSanrakshan in the event of the works specified in the Tender are finally awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

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

Yours faithfully

For and on behalf of Bank

_____

(Name and Signature of the Authorized Official)

All Confidential Information shared pursuant to the NDA is required to maintained as confidential in perpetuity unless such information falls within the exceptions set out therein.

Annexure XI – Bank Mandate Form

(To be submitted on Bidder's letter head and a Duplicate copy)

1.	Name of Bidder/Organization			
2	Address of the Bidder/Organization			
	City		E-mail id	
	Pin Code		Mobile: No.	
	Phone No. with STD code			
3	Permanent Account Number			
4	GST Number			
5	MSE Registration / CA Certificate 3 (if applicable)			

Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No. ***(as appearing in the Cheque book)***			
Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number			
IFSC CODE	For RTGS transfer		For NEFT transfer

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information,

I shall not hold NABSanrakshan responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS/NEFT.

Signature of the Authorized Signatory

Name of Authorized Signatory: _____

Place: _____

Date: _____

Certified that particulars furnished above are correct as per our records .

Bank's stamp

(Signature of the Authorized Official from the Bank's)

Date:

Annexure XII – Pre-Contract Integrity Pact

(To be submitted On ₹200/- non-judicial stamp paper)

Between

NABSanrakshan Trustee Private Limited (NABSanrakshan) hereinafter referred to as **"The Buyer"**

And

..... hereinafter referred to as **"The Bidder"**

Preamble

The Buyer intends to award, under laid down organizational procedures, contract/s for "Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS)". The Buyer values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Buyer

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

a. No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
b. The Buyer will, during the tender process treat all Bidder(s) with equity and reason.

The Buyer will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Buyer will exclude from the process all known prejudiced persons.

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

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

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act or any other applicable anti-corruption laws; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their Bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Pre- Contract Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anticorruption/ Transparency International (TI) approach or with any Public
Sector Enterprise in India/ Undertaking in India or any Government Department in India.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process and/or an action for his exclusion may taken and/or he shall be liable for compensation of such damages that are incidental to such transgression mentioned herein.

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

(1) In case of sub-contracting, the Contractor shall take the responsibility of the adoption of Pre- Contract Integrity Pact by the sub-contractor and shall submit the same to the Buyer before contract signing.

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

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

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

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

Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABSanrakshan 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

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 the right to access 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 CEO, NABSanrakshan.

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

(3) 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 CEO, NABSanrakshan and recuse himself/herself from that case.

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

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no

right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

(7) If the Monitor has reported to the CEO, NABSanrakshan, a substantiated suspicion of an offence under the relevant IPC/PC Act or any other statutes/laws, and the CEO, NABSanrakshan 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.

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

Section 9 – Pact Duration

This Pre- Contract Integrity 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 third party/OEM Bidders after 6 months. 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 CEO, NABSanrakshan.

Section 10 – Other provisions

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

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

(3) If the Contractor is a consortium, this agreement should be signed by all consortium members.

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

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

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

BUYER	Bidder
Name:	Name:
Designation : Chief Executive Officer	Designation:
NABSanrakshan Trustee Private Limited	
Witness	Witness
1. _____	1._____
2._____	2._____

Annexure XIII – Non Disclosure Agreement

(To be executed on a non-judicial stamped paper of requisite value based on place of execution)

This Non-Disclosure Agreement made and entered into at ..... this..... day of ..... 2024 BY AND BETWEEN .....Company

Limited, a company incorporated under the Companies Act, 1956 / 2013 having its registered office at ..... (hereinafter referred to as the **"Bidder"**, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

NABSanrakshan Trustee Private Limited, a Company incorporated under Companies Act 2013 having its registered office at Plot C-24, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 (hereinafter referred to as "NABSanrakshan" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The Bidder and NABSanrakshan are hereinafter collectively referred to as "Parties**"**

And individually as "Party".

WHEREAS:

1. NABSanrakshan is engaged in the business of management of Credit Guarantee Trusts under its Trusteeship and floated a Request for Proposal to appoint a Bidder for Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS), the scope of which is specified in RFP Ref No. NABSanrakshan/48/ NTPL-10/2024-25 dated 05 June 2024 and whereas

2. The Bidder proposes to Bid for the work through an RFP process. In the course of such assignment, it is anticipated that NABSanrakshan or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Bidder some

Confidential Information (as hereinafter defined), to enable the Bidder to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

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

1. **Definitions**

(i) Confidential Information" means all information that NABSanrakshan designates as being confidential or which the circumstances surrounding the disclosure ought to be treated as confidential. It includes all information disclosed/furnished by NABSanrakshan or any such information which comes into the knowledge of the Bidder during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Bidder to carry out the assignment, and shall mean and include, without limitation (1) data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; (2)information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's Credit Guarantee Management System , information relating to nature and content of data stored within Credit Guarantee Management System or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement; (3)Information such as any trade secrets, discoveries, ideas, concepts, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity, commercial, financial, scientific or technical information,

patent and trademark applications, process designs, process models, drawings, plans, designs, data, databases and extracts there from, formulae, methods, know-how and other intellectual property, marketing and pricing information, and other strategies, concepts, ideas; (4) technical or business information or material not covered in (i); (5) proprietary or internal information relating to the current, future and proposed products or services of NABSanrakshan including, financial information, process/flow charts, business models, financial reports, business plans, customer lists, products or production processes, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (6) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (7) all such other information which by its nature or the circumstances of its disclosure is confidential Information in oral form should be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure

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

2. Confidentiality

i) The Bidder 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. Bidder shall not, without prior written permission of NABSanrakshan, use or disclose for its own or any third party's benefit any Confidential Information received hereunder for purposes other than the Purpose.

ii)Confidential Information shall at all times remain the sole and exclusive property of NABSanrakshan. Upon termination of this Agreement, Confidential information shall be returned to NABSanrakshan or destroyed at its directions. The destruction of

information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABSanrakshan in respect of the Confidential Information.

iii) All Confidential Information of NABSanrakshan remains the exclusive property of NABSanrakshan and Bidder acknowledges and agrees that nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to any Confidential Information, except as expressly specified in this Agreement with respect to the Purpose. Bidder nor any of its employees or agents shall attempt to acquire or appropriate any right or title in or to the Confidential Information whether by means of patent application or otherwise.

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

v) Further disclosure of Confidential Information received hereunder shall be limited to Bidder's employees who need access to the Confidential Information for the performance of activities related to this Agreement and the RFP and prior to the disclosure of any Confidential Information, Bidder shall inform each employee of the confidential nature of the Confidential Information and shall expressly require that the employee agrees to handle the Confidential Information in accordance with this Agreement. Each Party shall be fully responsible for any breach of any obligation of secrecy or limited use by its employees.

vi) Bidder may disclose Confidential Information to its Affiliates if and to the extent this is required to achieve the Purpose provided that such Affiliates are bound by obligations of confidentiality and limited use at least as restrictive as those set forth

herein, and further provided that any breach thereof by such Affiliates shall be deemed a breach by Bidder hereunder.

vii) The Bidder agrees to notify NABSanrakshan immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

viii) Confidential Information does not include information which as is shown by competent written evidence:

(a) Is or subsequently becomes legally and publicly available without breach of this Agreement or the RFP, at the time of disclosure.

(b) After disclosure, becomes part of the public domain by publication or otherwise through no fault or breach by the Bidder.

(c) was rightfully in the possession of the Bidder without any obligation of confidentiality prior to receiving it from NABSanrakshan, or prior to entering into this RFP. The recipient shall have the burden of proving the source of information herein above mentioned.

(d) was rightfully obtained by the Bidder from a source other than NABSanrakshan without any obligation of confidentiality,

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

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

(g) is released from confidentiality with the prior written consent of the other Party.

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

3. Publications

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

4. Term

This Agreement shall be effective from the date of execution hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABSanrakshan, whichever is earlier. The Bidder hereby agrees and undertakes to NABSanrakshan that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABSanrakshan promptly return or destroy, under information to NABSanrakshan, all information received by it from NABSanrakshan 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 Bidder further agrees and undertake to NABSanrakshan to certify in writing to NABSanrakshan that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of five year years after the expiry or termination of the agreement, whichever is earlier.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by NABSanrakshan to the Bidder, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABSanrakshan. Inventions, improvements or discoveries made by Bidder using any Confidential Information hereunder as well as all intellectual property rights arising in this connection shall be the sole and absolute property of NABSanrakshan. Bidder shall promptly notify NABSanrakshan in writing of any such invention, improvement or discovery and assign and transfer to promptly and all right and title in such invention, improvement or discovery. Bidder shall be compensated for the invention, improvement or discovery in case such is being used by NABSanrakshan for commercial usage.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the

copies, materials, abstracts, extracts, samples, notes, modules thereof, all analyses, summaries, memoranda or other notes made by the Bidder, and all other physical or electronic media containing Confidential Information, except for one copy which may be retained by an authorized legal representative of the Bidder solely for purposes of assuring compliance hereunder and except that electronic data comprised of Confidential Information of NABSanrakshan , as stored on Bidder's electronic data systems to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7.Remedies

7.1 The Bidder acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Bidder will result in irreparable damage to NABSanrakshan for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABSanrakshan 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 Bidder, 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 NABSanrakshan shall include NABSanrakshan's costs and expenses of enforcement (including the attorney's fees).

7.2 The Bidder shall notify NABSanrakshan immediately upon discovery of any unauthorized used or disclosure of Confidential Information, and will cooperate with NABSanrakshan in every reasonable way to help NABSanrakshan regain possession of the Confidential Information and prevent further unauthorized use thereof.

7.3 The Bidder acknowledges that monetary damages may not be the only and / or a

sufficient remedy for unauthorized disclosure of Confidential Information and that NABSanrakshan shall be entitled, without waiving any of its rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction, NABSanrakshan shall also have the right to impose the following consequences on the Bidder.

a. Suspension of access privileges for Bidder

b. Requiring the Bidder to change personnel assigned to the relevant job in relation to which breach has occurred;

c. Financial liability for all direct damages which NABSanrakshan has incurred as a result of breach of the terms of this Agreement by the Bidder or its employees or advisors or representatives.

NABSanrakshan may visit the Bidder's premises, with reasonable prior notice and during normal business hours, to review the Bidder's compliance with the term of this Agreement. The particulars of visit and verification of the relevant documents shall be decided by NABSanrakshan and communicated to the Bidder with prior intimation.

8. Entire Agreement, Amendment, Assignment

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

Neither Party shall be obligated to the other hereunder to enter into any further contractual arrangements. Disclosure of Confidential Information hereunder shall be limited to the Purpose; and further agreements, if any, shall be subject to terms and conditions to be mutually agreed by both Parties.

9. Miscellaneous

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

9.2 Neither Party grants to the other Party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the Parties, or any license rights whatsoever in any patent, copyright or other Intellectual Property rights pertaining to the Confidential Information.

9.3 For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Bidder to NABSanrakshan shall be the property of NABSanrakshan and shall be considered as confidential information of NABSanrakshan. The Bidder shall not be disclosing such details to any third parties without having the express written permission of NABSanrakshan.

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

9.5 NABSanrakshan makes no representation or warranty whether express or implied, with respect to the accuracy, truthfulness, completeness lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else of any Confidential Information provided to Bidder hereunder and Bidder agrees that NABSanrakshan and its Affiliates shall not incur any liability to Bidder as a result of Bidder's use of or reliance on the Confidential Information hereunder.

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

9.7 Nothing contained herein shall be deemed to be an obligation on NABSanrakshan to disclose any Confidential Information.

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

9.9 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. All obligations created by this Agreement shall survive change or termination of the Parties' business relationship.

10. Suggestions and Feedback

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

11. Governing Law

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

BUYER	BIDDER
Signature:	Signature:
Name :	Name :
Designation: Chief Executive Officer	Designation:
NABSanrakshan Trustee Private Limited	Organization:

Witness

1. _____

2._____

Witness

1. _____

2. _____

Annexure XIV – Declaration cum Undertaking

(To be submitted on Bidder's letter head)

I/We_____ on behalf of the _____(company name), to the best of our knowledge and as per records available with the Company hereby declare that the _____(company name) has not been blacklisted. We further hereby declare that we have not been placed on any black list declared by declared by any Bank, Financial Institution, Govt's Vendor Black List or debarred, except as indicated below:

(Here give particulars of black listing/debarment and in the absence thereof state "NIL")

* We hereby declare that, we have not withdrawn any bid after being selected as L1.

We undertake that, in the event, if this declaration is found to be false in any particular, NABSanrakshanshall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated and NABSanrakshan shall be entitled to take appropriate legal action as deemed fit.

Name of Authorized Signatory: _____

Signature of the Authorized Signatory: _____

Place:

Date:

Annexure XV – Commercial Bid

The commercial bid should contain the total project cost, on a fixed cost basis. NABSanrakshan will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, air fares, train fares etc. The bidder, has read and examined the aforesaid RFP document in detail, do hereby give the best commercials as below enclosing the required documents:

The format for the commercial bid is given below:

A	**Core Cost**				
Sr. No	**Particulars**	**Period**	**Price**	**Tax**	**Total** (Rs.)
i	Cost for Development and Execution of Credit Guarantee Management Solution as per given scope. This includes cost of procurement of all software (includes software for hosting of CGMS on MeitY empanelled public cloud, Licensing of OS, Middleware, Database including all components as applicable) for the Project.	09 Months			
A1	**Implementation Cost**				
ii	Post Go-live Operations & Maintenance (Warranty)	Year 1			
	Hosting cost for Post Go-live Operations & Maintenance (Warranty)				
iii	AMC for next 3 years	Year 1			
		Year 2			
		Year 3			

iv	Hosting Cost for next 3 years	Year 1			
		Year 2			
		Year 3			
A2	**Operations/ Maintenance Cost (ii+iii+iv)**				
	Total Cost(A1+A2) (in Rs.)				
	Total Cost (A1+A2) (in Words)				

B. Change Request Cost – 500 man-days

SN	**Name of the Item**	**Unit cost(a)**	**Cost for 500 man-days (b) (a*500)**	**Tax(c)**	**Total Cost(b+c)**	**Remarks , if any**
1	Man-day cost for change request					

The rate of change request after exceeding 500 man-days shall be paid at the same unit cost per man-day during the contract period.

C. Other Costs

SN	Name of the Item	Unit cost (a)	Taxes (b)	Total Cost (a+b)	Remarks, if any
	Total				

D. Total Cost

Table Reference	Table Name	Total Cost of each item from the above tables (Rs.)
A	Core Cost	
B	Change Request Cost	
C	Other Costs	
	Total Cost Of Ownership	
	TOTAL in words	

The Commercial bid should state the following explicitly:

• Total Cost and applicable Taxes.

• The total cost of the products and services quoted above, are accounted for and are valid for the entire Contract period after successful acceptance by NABSanrakshan.

• The total tax applicable based on rates effective at the time of the Bid response.

• The total GST and other duties on the software products/any other proposed component of the bid, based on rates effective at the time of the Bid response.

Name of the Authorized Signatory: _____

Signature of the Authorized Signatory: _____

Place: _____

Annexure XVI – Contract Form

(To be executed on Non-judicial stamp paper of appropriate value)

NABSanrakshan Trustee Private Limited (NABSanrakshan), a Company registered under Companies Act 2013, and having its Registered Office at Plot C-24, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400051, represented by Shri. _____, Chief Executive Officer, NABSanrakshan, hereinafter called NABSanrakshan / Purchaser, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assignee of one part; and

M/s _____ (Name of the Bidder/Service Provider), a Company/a Firm/ duly registered/incorporated _____Act, having its Registered Office/ Head Office/ Corporate Office at _____ (City & Country of Bidder/Supplier), represented by Shri/Smt. _____, (Designation) _____ hereinafter referred to as the "the Supplier" / "Bidder", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignee of Other Part.

WHEREAS the Purchaser is desirous that services related to Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS) (hereinafter referred to as Project) of NABSanrakshan should be provided by the Supplier and has accepted a Bid by the Supplier for the Project for sum of ₹ (Contract Price in Words and Figures) (hereinafter "the Contract Price").

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in RFP.

2. The following documents shall be deemed to form and be read and construed as part of this Contract:

a) RFP

b) The Bid form, price schedule and all other documents submitted by the Bidder in response to the RFP;

c) Purchase Order

d) The Service Level Agreement;

f) The Purchaser's Notification of Award

However, in case of any conflict clauses between this Contract and the RFP or its enclosures, the provisions of RFP shall prevail.

3. In consideration of the Contract Price, the Supplier hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Detailed description of the scope of the Project is set out in **Appendix B**, attached hereto.

6. Independent Contractor

This Contract does not set up or create an employer/employee relationship, partnership of any kind, an association or trust between the Parties, each Party being individually responsible only for its obligations as set out in this Agreement. Parties agree that their relationship is one of independent contractors. Neither Party is authorised or empowered to act as agent for the other for any purpose and neither

Party shall on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other. Employees/workmen of neither Party shall be construed or treated as the workmen/employees of the other Party or place any obligation or liability in respect of any such workmen/employee upon the other Party, including without limitation, worker's compensation, disability insurance, leave or sick pay.

7. Dispute Resolution, Governing Law and Jurisdiction

7.1 This Agreement shall be governed by the laws of India.

7.2 All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Contract) shall be first resolved amicably by Parties. For the purpose of such amicable settlement, each Party shall within 7 days from the date either party notifies the other of a dispute having arisen, select / appoint 1 (one) senior representative from their respective management who shall undertake all discussions on behalf of their respective organisation, in order to settle the dispute amicably. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives ("Settlement Period").

7.3 In case of failure to resolve the disputes and differences amicably as per the mechanism set out in Clause 7.2 prior to expiry of the Settlement Period, such unsettled dispute or difference shall be referred to and finally resolved by arbitration administered by the Mumbai Centre for International Arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Clause (Dispute Resolution, Governing Law and Jurisdiction). In the event of such arbitration:

7.3.1 the venue and seat of the arbitration shall be Mumbai;

7.3.2 the tribunal shall consist of 3 (three) arbitrators; 1 (one) to be appointed by NABSanrakshan, 1 (one) to be appointed by the Supplier, and the third to be appointed

by the 2 (two) arbitrators. If either NABSanrakshan or the Supplier fails to appoint an arbitrator as set out in this Clause 7 (Dispute Resolution, Governing Law and Jurisdiction), the arbitrator of such party shall be appointed in accordance with the MCIA Rules;

7.3.3 the language of the arbitration shall be English;

7.3.4 the arbitration awards shall be reasoned and shall be final and binding on the disputing Parties and may be specifically enforced by any court of competent jurisdiction;

7.3.5 the tribunal shall be entitled to decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration;

7.3.6 the existence and content of any arbitration proceeding, and any award thereof shall be confidential among the Parties, and subject to the terms of Confidentiality clause of the RFP; and

7.3.7 the existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

7.4 Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction, including pre-arbitral attachments, temporary restraining orders, or temporary injunctions, as may be necessary to preserve the rights of such Party. The application by either Party to a judicial authority for such measures shall not be deemed to be an infringement or a waiver of the covenant of the Parties to submit disputes to arbitration under this Agreement and shall not affect the relevant powers reserved to the arbitrator pursuant to this Clause (Dispute Resolution, Governing Law and Jurisdiction).

7.5 All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and subject to the arbitration provisions above, courts in Mumbai only shall have jurisdiction to determine the same.

8. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.

9. WAIVER

The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder or thereunder, will not constitute a waiver thereof and will not cause a diminution of the obligations established by this Agreement. A waiver of any default will not constitute a waiver of any subsequent default. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

10. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

11. ENTIRE AGREEMENTAND AMENDMENTS

11.1 This Agreement shall be deemed to be incorporated as part of the Contract by reference. This Agreement along with the Contract t shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

11.2 No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.

12. FURTHER ASSURANCE

The Parties shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as reasonably required to give effect to the provisions of this Agreement.

13. NOTICES

13.1 Any notice or other communication to be given by one Party to any other Party under, or in connection with, this Agreement shall be made in writing and signed by, or on behalf of, the Party giving it.

13.2 Service of a notice shall be effected by one of the following methods:

13.2.1 by hand to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or

13.2.2 by prepaid first-class post to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served at the start of the second Business Day after the date of posting; or

13.2.3 by prepaid international airmail to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served at the start of the fourth Business Day after the date of posting; or

13.2.4 by email, to the relevant email address set out in Clause 13.4 (Address for Service) and shall be deemed served on the day when the sending of the email is recorded on the sender's computer, unless the sender receives a message from its internet service provider or the recipient's mail server indicating unsuccessful transmission. Any such email should be followed by service of the notice through one of the methods in 13.2.1 through 13.2.3, within 3 (three) Business Days of such email being deemed as served pursuant to this sub- 13.2.4.

13.3 In Clause 13.2 (Method of Service), “during a Business Day” means any time between

9.30 am and 5.30 pm on a Business Day based on the local time where the recipient of the notice is located. References to “the start of a Business Day” and “the end of a Business Day” shall be construed accordingly.

13.4 Notices shall be addressed as follows: In case of notice to NABSanrakshan

Name: [Insert] Address: [Insert]

Email address: [Insert]

To the attention of: [Insert]

In case of notice to Supplier

Name: [Insert] Address: [Insert] Email address: [Insert]

To the attention of: [Insert]

13.5 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 7 (Seven) Business Days’ prior written notice. Until the end of such notice period, service on either address shall remain effective.

14. SPECIFIC PERFORMANCE

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Parties from committing any violation or to enforce the performance of the covenants, representations and warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Parties may have at law or in equity, including without limitation a right for damages.

15. SURVIVAL

Any provision of or obligation under this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement or which by their nature survive termination shall survive any such termination or expiration, and shall continue in full force and effect.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

_____

(Name & Designation) for and on behalf of _____ _____One Part (the Service Provider)

Witness

1.

2.

Signed, Sealed and Delivered by the

_____

(Name & Designation) for and on behalf of **NABSanrakshan Trustee Private Limited**, One Part (the Purchaser)

Witness

1.

2.

Annexure XVII –Performance Bank Guarantee Format

(to be executed on a non-judicial stamped paper of appropriate value)

In consideration of NABSanrakshan Trustee Private Limited (NABSanrakshan) having Registered Office at Plot C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051 (hereinafter referred to as "Purchaser") having agreed to undertake the Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS) for NABSanrakshan (hereinafter referred to as "Services") from _____ (hereinafter referred to as "Contractor") on the terms and conditions contained in the RFP (Ref. No. NABSanrakshan/88/ NTPL-10/2024-25 dated 23 August 2024) and their agreement (hereinafter referred to as the "Contract") and subject to the Contractor furnishing a Bank Guarantee to the Purchaser as to the due performance of the Credit Guarantee Management System (hereinafter referred to as "Proposed Services") as per the terms and conditions as set forth in the said Contract and also guaranteeing the Proposed Services as per the terms and conditions of the said Contract;

1) We, (Bank) (hereinafter called "the Bank"), in consideration of

the premises and at the request of the Contractor, do hereby guarantee and undertake to pay to the Purchaser, forthwith on mere demand and without any demur, at any time up to _____ (validity date of BG) money or monies not exceeding a total sum of Rs /- (Rupees only) as may be claimed by the Purchaser to be due from the Contractor by way of loss or damage caused to or would be caused to or suffered by the Purchaser on failure of the Contractor to provide Proposed Services as per the terms and conditions of the said Contract ("Guarantee").

2) Notwithstanding anything to the contrary, the decision of the Purchaser as to whether the Contractor has failed to provide Proposed Services as per the terms and conditions of the said Contract will be final and binding on the Bank and the Bank shall not be entitled to ask the Purchaser to establish its claim or claims under this

Guarantee but shall pay the same to the Purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, arbitrator, or any other authority.

3) This Guarantee shall expire on _____ (validity date) without prejudice to the Purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. _____.

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the Purchaser under or by virtue of the said Contract have been duly paid and its claims satisfied or discharged or the Purchaser certifies that the terms and conditions of the said Contract have been fully carried out by the Contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, the Purchaser shall be entitled to act as if we are Purchaser's principal debtors in respect of all the claims of the Purchaser against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the Purchaser that the Purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the Purchaser against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the Contractor for any forbearance, act or omission on the part of the Purchaser or any other indulgence

shown by the Purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the Contractor or the Bank nor shall it be affected by any change in the constitution of the Purchaser by any amalgamation or absorption or with the Contractor, Bank or the Purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the Contractor heretofore mentioned for the same Contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncancelled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the Contractor heretofore mentioned for the same Contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contained herein: -

i. Our liability under this Guarantee shall not exceed ₹. /- (Rupees only) ;

ii. This Guarantee shall be valid up to (validity date) ;

iii. Unless actions to enforce the claims is filed on or before (validity date) all rights under the said Guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

iv. The Bank is liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if the Purchaser serves upon the Bank a written claim or demand on or before (validity date)

11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this day of 2024 at

For and on behalf of Bank.

sd/-

Dated this ------- ----- day of 2024 at

For and on behalf of —-— Bank.

Sd/

Annexure XVIII – Service Level Agreement

SERVICE LEVEL AGREEMENT FOR Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS)

This SERVICE LEVEL AGREEMENT, made on this (day) of , 2024 (hereinafter referred to as the "SLA/Agreement")

BY AND BETWEEN:

NABSanrakshan Trustee Private Limited, a body corporate established under Companies Act 2013, having its Registered Office at Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 represented herein by its Authorized Representative Shri , (Name, Designation & Department) (hereinafter referred to as "NABSanrakshan" which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors, assigns) of the FIRST PART;

AND

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

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

WHEREAS:

A. NABSanrakshan Trustee Pvt Ltd. (NABSanrakshan) is a wholly owned subsidiary of NABARD set up as a specialized guarantee management organization for dispensing multiple credit guarantee programmes. NABSanrakshan is engaged in the business of managing Credit Guarantee Trusts registered under its Trusteeship. NABSanrakshan aims to enhance the credit flow to the desired sectors thereby contributing towards sustainable and equitable agriculture and rural development.

B. The Service Provider is engaged in the business of _ _ _ _ _ _

C. NABSanrakshan had issued a Request for Proposal ("RFP") vide ref No. [_____] dated [_____] for providing software development services for "Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS)", ("herein referred to as Project"), and had selected the Service Provider as the successful bidder as per the terms of the RFP.

D. Accordingly, Parties have entered into an Agreement ("Contract") on or about the date hereof for the provisions of services for the ProjectContract.

E. Pursuant to the Contract, the Service Provider agrees to provide Services (as defined hereinafter) in relation to the Project.

F. The Parties have now decided to enter into this Agreement to record the terms and conditions which will govern the Services rendered by the Service Provider to NABSanrakshan during the Term (as defined hereinafter).

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and

valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS

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

“Application Development” means any Applications/ Tools developed on the specific needs of NABSanrakshan for any internal or external use;

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

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

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

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

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

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

"Contract Price” shall mean the total consideration to be paid by NABSanrakshan to the Service Provider as agreed under the Contract;

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

"Discloser" means the Party disclosing Confidential Information;

"Effective Date" shall mean the date of commencement of the Services and all other obligations of the Service Provider under the Project.

"Equipment" means any physical appliance that requires installation at NABSanrakshan premises

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

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

a. war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade and military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;

b. act of terrorism, sabotage or piracy;

c. act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;

d. act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease;

e. explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;

f. general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or

g. any other cause beyond the reasonable control of the applicable Party.

h. “Go-Live” means the development and execution of CGMS is complete as under:

a. The delivery and installation of CGMS and other necessary software are completed
b. CGMS has all functionality mentioned in “Scope of Work” in **Appendix B** of RFP.
c. The Database migration is completed.
d. The Application is ready for usage by the end users.
e. The Production system is running smoothly as expected and received signoff from competent authority.
f. All documents are provided to NABSanrakshan

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

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

k. “NABSanrakshan Data” means any information or material:

a. disclosed or submitted, directly or indirectly, to the Service Provider or its Authorised Representative(s) by NABSanrakshan in order to perform or in connection with the Services;

b. learnt or generated or obtained by the Service Provider or its Authorised Representative(s) as a result of performing the Services; and

c. which shall include information relating to NABSanrakshan's customers, technology, operations, facilities, consumer markets, products, capacities, procedures, security practices, business affairs and other proprietary information,

d. in any media whatsoever (including electronic) and in each case which is in the possession, custody or control of the Service Provider or and as such data is modified, added to or stored from time to time.

l. "Personnel" shall mean NABSanrakshan's employees, executives, board members or individuals engaged in day to day business of NABSanrakshan or as may be designated by NABSanrakshan;

m. "Project" means Software Development Services for "Development, Implementation, Commissioning and Support Services of suitable cloud based solution for Credit Guarantee Management System (CGMS)", by the Service Provider, pursuant to the Contract;

n. "Recipient" means the Party receiving Confidential Information;

o. "Reports" means information from the services in desired format.

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

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

r. "Scheduled Business Operation Hours" is from 8:00 AM to 8:00 PM (IST) on Business Days

s. "Service" means and includes all services, scope of work and deliverables to be provided by the Service Provider as described in the RFP and includes services ancillary to the Project.

t. "SLA" – SLA means this Service Level Agreement which defines the services provided, the indicators associated with these services, acceptable and unacceptable

service levels, liabilities on the part of the Parties and actions to be taken in specific circumstances.

u. “Support Services” means the services to be provided by the Service Provider to NABSanrakshan as set out in Part C (Support Service) of Schedule I of this Agreement;

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

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

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

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

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

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

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

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

ad. “Warranty Period” means a period of one year (Post Go- live stage) provided by the selected bidder.

2. INTERPRETATION:

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

3. SCOPE OF DOCUMENT:

This Agreement has been executed between the Parties in relation to "the Project". The detailed Service Levels have been set out in this Agreement in the Schedule I.

This Agreement shall ensure the following:

a) Establishment of mutual responsibilities and accountability of the Parties;

b) Definition of each Party's expectations in terms of services provided;

c) Establishment of the relevant performance measurement criteria;

d) Definition of the availability expectations;

e) Definition of the escalation process; and

f) Establishment of trouble reporting single point of contact;

4. Project and Support Services

The details of the Project and Support Services to be provided by the Service Provider in relation to the Contract referred to by NABSanrakshan, along with the respective

Service Levels, are outlined in Schedule I to this Agreement. The Service Provider shall provide all other services, functions, responsibilities and tasks that are required for, and incidental to, the proper performance and provision of the Support Services for the Project, expressly specified in Schedule I.

4.1. Service Levels

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

4.2. Maintaining Service Levels

4.2.1 The Service Provider shall be responsible for implementing and operating all measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels.

4.2.2 The Service Provider shall submit monthly reports on the 7the day of each calendar month to NABSanrakshan, with such details and in the format, as may be mutually agreed between the Parties, specifying compliance with the Service Levels.

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

5. Annual Maintenance Contract (AMC)

5.1 On expiry of Warranty, Service Provider will provide AMC for the system software/hardware for a period of duration as agreed in the RFP. While NABSanrakshan and Service Provider agree that the AMC is for a minimum period of 3 years post warranty period, the same shall be extendable with maximum upto 01 year or part thereof, if NABSanrakshan so desires based on mutual agreement.

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

5.3 AMC support shall be provided on 24 x 7 x 365 basis

5.4 Software maintenance services: Software maintenance services include providing support for software deployed. This also includes bug fixing, applying patches and upgrades (both major and minor), fixing of vulnerabilities/ defects identified through VAPT exercise or IS Audit or any other audit/observations, fine tuning of databases based on Database Tuning exercise, etc. The Service Provider shall ensure that during version upgrades and version migrations, customisations already done are carried over successfully.

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

6 AUDIT SERVICES

6.1 If it is desired by NABSanrakshan/Reserve Bank of India or any regulatory authority of the country, the Service provider shall subject themselves to an audit of the systems and processes followed by the Service Provider for the product supplied to NABSanrakshan as also the processes/services, by which, support is being provided to NABSanrakshan, including support services, escalation methodologies, change management processes, etc. as per the risk parameters finalized by NABSanrakshan/ such auditors.

6.2 The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by NABSanrakshan or as per mutual agreed proportion. No Audit or inspection will be allowed till Service Provider has received at least 5 business days' prior written notice for Audit or inspection conducted by NABSanrakshan, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.

6.3 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by NABSanrakshan or in the Certification submitted by the auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same within such timelines as prescribed by NABSanrakshan. The Service Provider shall provide certification of the auditor to NABSanrakshan regarding compliance of

the observations made by the auditors covering the respective risk parameters against which such deficiencies were observed

6.4 NABSanrakshan reserves the right to call and/or retain any relevant material information/reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to NABSanrakshan.

7. PERSONNEL AND INSPECTION OF RECORDS

7.1 The Service Provider shall coordinate with the Authorised Representatives of NABSanrakshan, for continuous monitoring and assessment by NABSanrakshan of the services provided under this Agreement.

7.2 The Service Provider shall appoint sufficient number of individuals in order to ensure that the Services are provided to NABSanrakshan in a proper, timely and efficient manner. The Service Provider shall provide NABSanrakshan with the names of the individuals who shall be involved in carrying out the Services and shall obtain approval in writing from NABSanrakshan before making any change in such team. The individuals appointed by the Service Provider shall be those indicated by the Service Provider under its response to the RFP. Any additional individual shall be appointed subject to prior written approval from NABSanrakshan.

7.3 The Service Provider shall maintain electronic books of accounts, log-books and any other operating records that it may deem necessary in connection with the rendering of Services under this Agreement. The Service Provider shall retain all such electronic books of accounts and operating records relating to the Services for a period of 7 (seven) years after the expiry or earlier termination of the Agreement.

7.4 In order to enable NABSanrakshan to comply with Applicable Laws, the Service Provider shall furnish such documents and information, in addition to the books and electronic records maintained by the Service Provider in terms of Clause 7.3 (Personnel and Inspection of Records) above, as may be requested by NABSanrakshan, from time to time, in relation to the Services rendered by the Service Provider under this Agreement at its own cost.

7.5 Upon receipt of formal communication from NABSanrakshan, whether during the Term or thereafter, the Service Provider shall permit NABSanrakshan and/or its Authorized Representative(s) to, during normal business hours on any Business Day, access its premises to inspect the electronic records maintained by the Service Provider in relation to the Project.

7.6 If required under Applicable Law, whether during the Term or thereafter, the Service Provider shall provide access to any Governmental Authority to inspect records, documents, books and accounts of the Service Provider maintained in relation to the Services rendered under this Agreement.

7.7 Manpower hiring – the duties/ obligations, regulatory compliance on the part of the Service provider, particularly compliance with respect to the Contract labour Act and other labour laws to be fulfilled by the Service Provider

8. SUPPORT BY NABSanrakshan

8.1. . NABSanrakshan shall provide Service Provider with necessary access to NABSanrakshan's Personnel and its equipment, only as necessary for provision of Services by the Service Provider.

8.2. NABSanrakshan shall provide supervision, control and management of the use of the Services. In addition, NABSanrakshan shall implement procedures for the protection of information in the event of errors or malfunction of the equipment.

8.3. NABSanrakshan shall document and report all detected errors or malfunctions of any software or programs to the Service Provider. NABSanrakshan shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Service Provider.

8.4. NABSanrakshan shall annually review the financial and operational condition, security practices and control processes, performance during the year of the service provider to re-assess its ability to continue to meet outsourcing obligations in order to ensure its preparedness for business continuity.

9. WARRANTY

a. Warranty support shall be provided for one year from the date of Go-Live of the Project in NABSanrakshan. During the warranty period, Service Provider will provide the On-Site Implementation Support for the software.

b. Warranty support shall be provided on 24 x 7 x 365 basis with predefined time lines during office Hours i.e. 9 AM to 6 PM and Beyond office hours as per administrative exigencies (As per agreed time lines).

c. Service Provider will sign agreements with OEMs for any support services required from them and shall be responsible for any SLA in this regard, which shall be agreed between NABSanrakshan and Service Provider.

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

10. TRAINING SERVICES

a. Service Provider to offer training to NABSanrakshan's employees and Client Institutions as defined in the RFP on the software/hardware covering features, facilities, operations, implementation, trouble shooting, system administration, audit, MIS including report generation, etc.

b. Service Provider shall provide handholding support during pre and post implementation and rollout phases with the adequate number of competent support persons for the period as specified in the RFP.

c. Service Provider to provide Manuals for reference in handling of operation and running the software/hardware etc.

d. Training - While On-site training is the norm, web based training could also be considered keeping in view exigencies as decided mutually. Where Web based training is provided, on-site training could be considered at a later point. Online and offline content also to be part of Training set up and knowledge transfer. Simple and easy to understand short videos on various features, wherever needed; functionalities and workflows may be designed as ready reckoner to further accelerate the training process. SERVICE PROVIDER may need to coordinate and provide content for the development of e-learning modules of NABSanrakshan.

11. PERFORMANCE MEASUREMENTS

a. Monitoring, tracking and providing reports on performance parameters as described in the Schedule I during the Warranty and AMC period

b. Providing services based on timelines and completion of the same as mentioned in the Schedule I

c. Change Requests (CRs): For change request, NABSanrakshan shall provide a detailed proposal to the Service Provider specifying such requested changes. Service Provider shall evaluate each Change Request. The rates and charges payable for executing the Change Requests shall be determined on basis of man-days cost as under:

SN	Name of the Item	Unit cost(a)	Cost for 500 man-days (b) (a*500)	Tax(c)	Total Cost(b+c)	Remarks, if any
1	Man-day cost for change request					

Based on this calculation, the Service Provider shall submit to NABSanrakshan, a written response indicating time and cost for such Change Request within 3 (three) Business Days following receipt thereof ("Change Request Response"). Service Provider's Change Request Response shall include a statement of the availability of the Service Provider's personnel and resources, as well as any impact the proposed changes will have on the Contract Price, Deliverables of this RFP or the Contract, as the case may be. NABSanrakshan, if necessary, through a designated committee, may use its reasonable efforts to accept, reject, or propose modifications to each such Change Request Response within 15 (fifteen) Business Days following receipt thereof.

The Service Provider shall agree to co-operate with such committee and furnish any further information as may be required by the committee to accept, reject or propose modifications to the Change Request Response. Upon acceptance by NABSanrakshan of a Change Request Response, the Services, Deliverables, and/or Project shall be amended by means of a written, jointly executed addendum to the Contract, which shall be considered as an integral part of the original Contract. In the event NABSanrakshan rejects a Change Request Response, NABSanrakshan shall be entitled to appoint or engage any third party service provider in respect of the Change Request. The Service Provider shall agree to co-operate with such third-party service provider.

12. PERIODIC REVIEW PROCESS

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

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

The SLA will be reviewed as deemed necessary by NABSanrakshan. Contents of this document may be amended as and when required, provided mutual agreement is obtained and communicated to all affected parties.

13. EXCLUSIONS

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

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

a) the restoration of any service that has been lost due to the failure of NABSanrakshan

b) the correction of any error, malfunction or fault in the Software due to a failure on the part of NABSanrakshan to operate the System in accordance with the Technical Documentation provided by Service Provider.

c) the correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.

d) the correction of any error due to input error from any other software that is/has been interfaced with the Licensed Software.

14. ADDITIONAL SERVICES

a. Service Provider may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis.

b. NABSanrakshan regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the system. The Service Provider shall make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period at no additional cost to NABSanrakshan. The vulnerabilities so identified may be fixed by the Service Provider within the predefined timeline as follows:

#	**Severity**	**Impact**	**Resolution Time**
1	Critical & High category Vulnerabilities	Exploitation could result in elevated privileges. Exploitation of the vulnerability likely results in root-level compromise of servers or infrastructure devices. Exploitation could result in a significant data loss or downtime.	Within 30 (thirty) days of intimation
2	Medium Category Vulnerabilities	Exploitation provides only very limited access to attacker.	Within 45 (forty-five) days of intimation
3	Other Category Vulnerabilities	Very little impact on an organization's business or operations.	Within 90 (ninety) days of intimation

c. In cases of Service Provider dealing with applications hosted over third-party infrastructure outside NABSanrakshan DC, necessary logs generated by the applications to be provided by the Service Provider to NABSanrakshan on a quarterly basis or whenever needed by NABSanrakshan (whichever is earlier).

15. INTELLECTUAL PROPERTY OWNERSHIP

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

16. CONFIDENTIALITY

a. All data captured and reported by Service Provider to NABSanrakshan in connection with terms of this agreement shall be deemed to be "Confidential Information" for the purpose of this clause and cannot be disclosed by Service Provider without written consent of NABSanrakshan. Likewise, any information provided by NABSanrakshan in terms of this agreement shall also be deemed to be 'Confidential Information' for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to NABSanrakshan) should be returned back to NABSanrakshan. Likewise, the data captured by Service Provider and retained by Service Provider is purely for providing service and based on the agreement entered into with NABSanrakshan. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Service Provider will be property of NABSanrakshan. The Provision of Confidential Information shall survive termination or expiration on this agreement.

b. Service Provider shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NABSanrakshan's information and data in its possession and to prevent unauthorized access thereto or use thereof.

17. SUBCONTRACTING

a. Service Provider may engage the services of sub-contractors to perform any of its duties with the prior written permission of NABSanrakshan. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve Service Provider of responsibility for their due performance.

b. The Service Provider shall ensure that the sub-contractor is bound by the terms of this Agreement as applicable. A copy of contract details entered between Service Provider and sub-contractor to be made available by the Service Provider to NABSanrakshan within 30 days of engaging the sub-contractor. Service Provider agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NABSanrakshan.

c. If the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this agreement shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this Agreement.

d. NABSanrakshan, including its' auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another Service Provider.

e. The Service Provider shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The Service Provider shall retain the records of such verification and shall produce the same to NABSanrakshan as and when requested. In relation to a Third Party sub-contractor appointed in terms of this Clause 16 (Subcontracting), NABSanrakshan may, withdraw its approval and direct the Service Provider to terminate the appointment of such Third Party subcontractor with immediate effect or within such other period as may be prescribed by NABSanrakshan in its sole discretion, if NABSanrakshan determines that the Third Party subcontractor is in breach of this Agreement or if NABSanrakshan is not satisfied with the quality of Services rendered by such Third Party sub-contractor. Upon receipt of notice by NABSanrakshan, the Service Provider shall terminate the appointment of such Third Party sub-contractor, provided that nothing contained in this Clause 16

(Subcontracting) shall effect the right of the Service Provider to appoint any other Third Party sub-contractor in terms of this Clause.

f. Notwithstanding anything to the contrary contained anywhere in this Agreement, NABSanrakshan shall not be liable to the Service Provider for any special, consequential, incidental, exemplary, punitive, or indirect damages arising from, relating to, or in connection with this Agreement or any Schedules, Annexures or attachments hereto including, without limitation to, any damages resulting from loss of profits, loss of savings, loss of business, loss of use, or loss of data, arising out of or in connection with this Agreement or of any other obligations relating to this Agreement, whether or not the Party has foreseen or been advised of the possibility of such damages as well as for costs of procurement of substitute services by anyone.

18. REPRESENTATIONS, WARRANTIES AND COVENANTS

a. Service Provider hereby represents and warrants to NABSanrakshan that:

i.it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization;

ii.it has taken all necessary actions, corporate or otherwise, as applicable to it to authorize or permit the execution, delivery and performance of this Agreement and the transactions contemplated hereunder, and this Agreement when executed and delivered by it is a valid and binding obligation of such Party enforceable in accordance with its terms;

iii. neither the execution, delivery and performance of this Agreement, nor the performance of the transactions contemplated in the Agreement by it, will

(i) constitute a breach or violation of its charter documents, (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a default under or breach of performance of any obligation, agreement or condition that is applicable to it, (iii) contravene any provision of any Law applicable to it, or (iv) require the consent of any Third Party, including any Governmental Authority, by it other than as set out in this Agreement;

iv. there are no claims, investigations or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to it, which could

reasonably be expected to prevent it from fulfilling its obligations set out in this Agreement;

v.it is not bankrupt or insolvent under the Applicable Laws of its jurisdiction and there are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

vi. Service Provider shall provide the Support Services in accordance with the generally accepted industry standards and practices relating to such Support Services and in accordance with requirements specified by NABSanrakshan in writing;

vii. the Service Provider has the requisite infrastructure, facilities and systems, including adequate skill, know-how, and manpower to fulfil its obligations under this Agreement on its own and shall undertake all Support Services and obligations under this Agreement on a first priority basis;

viii. Service Provider shall exercise highest standards of skill, care, and due diligence in performance of its Services and obligations under this Agreement;

ix. Service Provider has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Services under this Agreement consistent with the standards agreed hereto. Service Provider to maintain offline data backup including data dictionary in the custody of NABSanrakshan at all the times.

x. The Service Provider shall provide Services in accordance with the specifications set out under this Agreement;

xi. Service Provider will not violate the Intellectual Property Rights of Third Parties whilst providing the Support Services;

xii. Service Provider shall provide Support Services in the premises of NABSanrakshan or in an enclosed environment wherein no third party or any employees of the Service Provider will have access to such premises. Only such

personnel/ Third party sub- contractors of the Service Provider who are working to or engaged for providing the Support Services under this Agreement between the Service provider and NABSanrakshan shall have the restricted access to such enclosed environment.

xiii. Service Provider shall ensure that the employees of the Service Provider/ Third Party sub-contractors who are engaged in providing the Support Services under this Agreement shall have executed/ execute such confidentiality documents as may be required by NABSanrakshan and shall have confidentiality obligations not lesser than those prescribed under this Agreement.

xiv. The Service Provider shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed / engaged by the Service Provider and shall be solely responsible for any and all claims, payments and benefits payable to such personnel employed by the Service Provider.

xv. The Service Provider further undertakes to exercise all due diligence with regard to and shall maintain strict controls and physical and digital safeguards in connection with the Support Services.

xvi. any material, codes, applications, front ends, etc. created, developed or being used for providing the Support Services under this Agreement shall not be shared with or shown to or discussed with any other entity whatsoever, for any purpose including any development, sales pitch, demonstration or publicity or as examples or otherwise.

xvii. no representation or warranty by it contained herein or in any other document furnished by it to NABSanrakshan or to any government instrumentality in relation to the Support Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

xviii. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or Personnel of NABSanrakshan in connection therewith.

xix. The Service Provider shall not, whether during or after the Term of this Agreement, make any announcements or statements to any person that are or may be derogatory, defamatory or prejudicial to NABSanrakshan, or any of its Affiliates, directors, Personnel, officers, agents or advisors, in any manner.

xx. Appropriately qualified personnel appointed by the Service Provider shall perform Support Services as listed in Schedule I with due care and diligence and to such high standards of quality as it is reasonable for NABSanrakshan to expect in all the circumstances post the expiry of this Agreement.

19. WARRANTIES POST SLA EXPIRY

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

20. NOTICES

Any notice or other information required or authorized to serve under these SLA shall be in writing, in English language, to be delivered by hand, email, courier or registered post. In case of post or courier, any notice shall be deemed to have been given on the seventh day after the envelope containing the notice was posted. The proof that the notice was properly addressed and is not returned to the sender shall be sufficient evidence that the notice or information has been duly given. Either party may change its address, telephone number or email-ID for notification purposes by giving the other party fifteen (15) days' notice of new address, telephone number or email id and date upon which it will become effective.

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

Address of NABSanrakshan Name & Designation:

Postal Address/ Office Address: Contact No.

Copy Sent to: Address of Service Provider Name & Designation:

Postal Address/ Office Address: Contact No.

Copy Sent to:

21. INDEMNIFICATION

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

i. the non-performance and non-observance of any of the terms and conditions of this Agreement by the Service Provider; acts or omissions of the Service Provider which amount to negligence or wilful misconduct;

ii. any infringement or alleged infringement by the Service Provider of a Third

Party's Intellectual Property;

iii. any infringement or alleged infringement by the Service Provider of NABSanrakshan's Intellectual Property and/or Material

iv. failure by the Service Provider to fulfil its obligations under any applicable Law.

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

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

22. TERM AND TERMINATION

22.1 Term

This Agreement shall commence on and from the Effective Date and shall remain valid until the subsistence of the Contract /Work order/Purchase order (including all renewals thereof) ("Term"), unless terminated earlier in accordance with Clause 22.2 (Termination).

22.2 Termination

22.2.1. NABSanrakshan may terminate this Agreement by giving a 90 (ninety) days prior written notice to the Service Provider without assigning any reason.

22.2.2. NABSanrakshan shall have the right to terminate the Contract with the selected Service Provider at any time during the Contract Period, by giving a written notice, for reasons, including but not limited to the following:

a. If the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract or within any extension thereof granted by NABSanrakshan pursuant to conditions of the Contract; or
b. If the Service Provider fails to perform any other obligation(s) under the Contract and fails to cure such non-performance within 30 (thirty) days from date of the written notice informing the Service Provider of such non-performance; or
c. discrepancies / deviations in the processes and/or products agreed to be delivered by the Service Provider as per the terms of the Contract and fails to cure such discrepancy / deviations within 30 (thirty) days from date of the written notice informing the Service Provider of such non-performance; or
d. If a Service Provider makes any statement, representation, warranty or furnishes any form in relation to the Services, which turns out to be false/ forged/ incorrect at any time during the Contract Period; or
e. Violation of terms & conditions stipulated in this RFP or under the Contract and fails to cure such breach within 30 (thirty) days from date of the written notice informing the Service Provider of such non-performance; or Failure in following security standards laid down by NABSanrakshan under the Contract.

22.2.3. Termination for insolvency: Upon occurrence of an event of dissolution of the selected Service Provider, whether by operation of Applicable Law or otherwise, commencement of winding up or insolvency proceedings of the selected Service Provider or assignment by the selected Service Provider for the benefit of its creditors, or the Service Provider passing a resolution for voluntary winding up, or appointment of a receiver, the Service Provider shall immediately provide a written notice to NABSanrakshan informing NABSanrakshan of occurrence of such event. NABSanrakshan may at any time subsequent to receipt of such notice from the Service Provider have the right to terminate the Contract forthwith. The Service Provider is entitled to retain all payments made for services availed till the date of termination of the contract.

22.3 Consequence of Termination

i. In case of termination of the Contract by NABSanrakshan pursuant to Clause 22.2.1, any payments made by NABSanrakshan to the Service Provider (for period for which Services are not availed) would necessarily have to be returned to NABSanrakshan.

ii. In case of termination of the Contract by NABSanrakshan pursuant to Clause 22.2.2, any payments made by NABSanrakshan to the Service Provider (for period for which Services are not availed) would necessarily have to be returned to NABSanrakshan with interest @ 15% per annum. Further, the Service Provider shall compensate NABSanrakshan for any direct Losses incurred by NABSanrakshan due to the termination of the Contract and any additional expenditure to be incurred by NABSanrakshan in appointing any other service provider for the Services.

iii. In the event NABSanrakshan terminates the Contract in whole or in part for any reason, NABSanrakshan may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Service Provider shall be liable to NABSanrakshan for any excess costs for such similar systems or services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

iv. Upon termination, the Service Provider shall ensure transition of Services and co-operate with NABSanrakshan in the manner as set out in clause 11.16.

22.4 Effect of Termination

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

b. All the terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

c. Service Provider agrees that after completion of the Term or upon earlier termination of the Contract/assignment Service Provider shall, if required by NABSanrakshan, continue to provide warranty services to NABSanrakshan at no less favourable terms than those contained in RFP/Agreement. In case NABSanrakshan wants to continue with the Service Provider after the completion of this contract then Service Provider shall offer the same or better terms to NABSanrakshan. Unless mutually agreed, the rates shall remain firm.

d. NABSanrakshan shall make such prorated payment for services rendered by Service Provider and accepted by NABSanrakshan at the sole discretion of NABSanrakshan in the event of termination, provided that Service Provider is in compliance with its obligations till such date. However, no payment for "costs incurred or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to Service Provider.

e. Notwithstanding the termination or expiry of this Agreement, all rights granted to NABSanrakshan pursuant to this Agreement shall survive.

f. Service Provider shall:

i. return any and all Confidential Information of NABSanrakshan, whether in written or electronic form, and shall not retain any copies, extracts, derivatives, or other

reproductions of the Confidential Information of the requesting Party (in whole or in part) in any form whatsoever;

ii. take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by the requesting Party, which include or reflect the Confidential Information of the requesting Party, are returned.

iii. Provide Declaration of return or destruction of confidential information to NABSanrakshan. The last AMC payment will be made on provision of above declaration

g. Termination of this Agreement (except as otherwise agreed to by the Parties) shall not release any Party hereto from any liability or obligation in respect of any matters, undertakings or conditions which shall have been done, observed or performed by that Party prior to such termination or which, at the said time has already accrued to the other Party. However, nothing herein shall affect, or be construed to operate as a waiver of, the right of any Party hereto aggrieved by any breach of this Agreement, to compensation for any injury or damages resulting therefrom which has occurred either before or after such termination.

23. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

a. This Agreement shall be governed by the laws of India.

b. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives ("Settlement Period").

c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.

d. The seat & venue of the same shall be in Mumbai (as agreed in RFP)

e. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.

f. The language of the proceedings shall be in English.

g. Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction

h. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

a. A notice shall be effective when delivered or on the notice's effective date,

whichever is later.

b. For the purpose of all notices, the following shall be the current address:

The Chief Executive Officer
NABSanrakshan Trustee Private Limited
Plot No.C-24, Block-G,
Bandra-Kurla Complex,
Bandra (East),
Mumbai - 400 051

24. INDEPENDENT CONTRACTOR

This Agreement does not set up or create an employer/employee relationship, partnership of any kind, an association or trust between the Parties, each Party being individually responsible only for its obligations as set out in this Agreement. Parties agree that their relationship is one of independent contractors. Neither Party is authorized or empowered to act as agent for the other for any purpose and neither

Party shall on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other. Employees/workmen of neither Party shall be construed or treated as the workmen/employees of the other Party or place any obligation or liability in respect of any such workmen/employee upon the other Party, including without limitation, worker's compensation, disability insurance, leave or sick pay.

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

25. FEES

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

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

26. LIQUIDATED DAMAGES

a. NABSanrakshan shall be entitled to recover liquidated damages as set out in Schedule I from the Service Provider for breach of Service Levels.

b. Except as otherwise specified under Schedule I, if the Service Provider fails to deliver any Support Services or meet any Service Levels under this Agreement, NABSanrakshan shall be entitled to liquidated damages of a sum equivalent to 0.5% of TCO per week or part thereof of the unperformed services subject to maximum of 10% of TCO. In case of undue delay beyond a period of 15 days unless otherwise waived by NABSanrakshan, NABSanrakshan at its discretion may consider the delay as a ground for termination of the Agreement.

c. NABSanrakshan reserves the right to impose / waive any such liquidated damages. Parties agree that the liquidated damages constitute a genuine pre-estimate of the damages, losses, likely to be suffered by NABSanrakshan in the event of breach by the Service Provider of the terms hereof.

d. NABSanrakshan may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the Service Provider in its hands (which includes NABSanrakshan's right to claim such amount against the Service Provider's bank guarantee under the Contract /Work order/Purchase order) or which may become due to the Service Provider. Any such recovery of penalty shall not in any way relieve the Service Provider from any of its obligations to complete the Support Services or from any other obligations and liabilities under this Agreement.

27. MISCELLANEOUS

a. This agreement shall be effective for a period of five years from the date of signing of this Agreement unless terminated as per the clause provided in this agreement.

b. All the terms and conditions stipulated in the RFP dated

... regarding Credit Guarantee Management System are considered as part and

parcel of this agreement.

c. Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.

d. Either party or its employees and representatives shall not use the name and/or trademark/logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.

e. Terms of Payment: In consideration of the Services and subject to the provisions of the RFP and this Agreement, NABSanrakshan shall pay the amounts in accordance with the Terms of Payment Schedule of the Purchase Order.

f. Service Provider shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.

g. Service Provider will not release any factual information concerning these SLAs Agreement to any person/news media without prior permission of NABSanrakshan.

h. In the event of change in ownership structure or change in control, in any manner whatsoever of Service Provider, or if any person / entity that, as of the Execution Date, does not possess, directly or indirectly, the power to direct or cause the direction of the management, policies or affairs of the Service Provider, whether through the ownership of voting securities, by contract or otherwise, later comes into possession of such power, Service Provider shall inform NABSanrakshan in writing of such change in control along with the details of new ownership structure or persons / entities in control. In such event, NABSanrakshan shall have the right to terminate this Agreement.

i. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.

j. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts in hard form.

k. This Agreement shall be deemed to be incorporated as part of the Contract /Work Order/Purchase Order by reference. This Agreement along with the Contract /Work Order/Purchase Order shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

l. No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.

m. The Parties agree that in the event of any conflict between the provisions of this Agreement and the Contract /Work Order/Purchase Order, the provisions of the Contract /Work Order/Purchase Order shall prevail.

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

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

NABSanrakshan	(Name of Service Provider)
Signature:	Signature:
Name :	Name:
Title :	Title :

Place :	Place :
Date:	Date :
WITNESS	WITNESS
Signature :	Signature:
Name :	Name :
Address :	Address :

SCHEDULE - I

Part A

Project Management

1. The Service Provider shall manage the Project in a structured, organized, and cost-effective manner.

2. Project Management Service Levels:

Type	Measurement	Liquidated Damages
Project Delivery	Delay in project delivery beyond the timelines in the RFP	0.5% of the TCO for each calendar week of delay
Project Milestone	Delay from mutually agreed timelines	0.5% of the TCO for each calendar week of delay
Documentation Updates (Functional, Technical, Architecture, Process documents, Testing user manual for the product, tools and utilities of the	Delay beyond 3 weeks after Go-Live is completed.	0.5% of the TCO for each calendar week of delay

entire solution along with user manuals, hand-out and materials)		

3. NABSanrakshan shall at its sole discretion determine the order value of the relevant deliverable for the purpose of calculation of liquidated damages in case of failure of compliance with the Service Levels as set out above.

4. The overall liquidated damages payable by the Service Provider during the implementation of the Credit Guarantee Management System shall be a maximum of 10% of the TCO.

Part B

Project Quality Levels

1. The Service Provider shall apply appropriate process and practices in order to deliver high quality services/solution to NABSanrakshan.

2. Software Quality Service Levels and Penalties

Type	Measurement	Liquidated Damages
Success Rate at User Acceptance Test	Less than 80% of user acceptance test cases pass on the first execution.	0.5% of the TCO

Number of P1 problems post Go-Live	There is more than 5 P1 problems in a year after release to production	0.1% of TCO for every P1 issue beyond 5 in a year
Number of P2 problems post Go-Live	There is more than 20 P2 problems in a year after release to production.	0.1% of TCO for every 5 issues beyond 20 in a year
Number of P3 problems post Go-Live	There is more than 100 P3 problems in a year after release to production.	0.1% of TCO for every 10 issues beyond 100 in a year

Support Priority Level

Priority	**Criticality**	**Description**	**Within Warranty Period**		**Post Warranty period**	
			Initial Response Time	**Resolution Time**	**Initial Response Time**	**Resolution Time**
P1	critical	Indicates a reported incident where Credit Guarantee Management System is completely unavailable and inaccessible to all users.	Within 30 minutes	150 minutes	Within 30 Minutes	150 minutes

P2	critical	Credit Guarantee Management System is available; however, functionality or performance of the CGMS is severely affected.	Within 60 minutes	360 minutes	Within 60 Minutes	360 minutes
P3	Semi-critical	Credit Guarantee Management System is available and usable with partial, with non-critical loss of functionality.	Within 120 minutes	720 minutes	Within 120 Minutes	720 minutes
P4	Non-critical	General enquiries on the product use, support and documentation.	Next Business Day	Next Business Day	Next Business Day	Next Business Day

PART C

System Maintenance & Support Services

1. The Service Provider shall guarantee a minimum of uptime of 99.5% per month for the Credit Guarantee Management System. The uptime will be calculated on a monthly basis. Wherever the Service Provider monitors onsite, the downtime starts from the time hardware / software/ tool/ solution/etc., fails leading to denial of service. As long as there is no denial of service to NABSanrakshan,

downtime does not arise. Wherever NABSanrakshan monitors, the downtime starts from the time of reporting by NABSanrakshan.

2. In case of non-conformity with the requisite uptime, the Service Provider shall be liable to pay the following amounts as liquidated damages.

The Downtime calculated shall not include any:

i. Failure of Power, Network etc. in NABSanrakshan

ii. Preventive maintenance activity and

iii. Force Majeure.

Performance (%) =

(Total contracted minutes per month – downtime minutes within contracted minutes per month) *100)

Total contracted minutes per month

Penalty for shortfall in Performance compliance level:

Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Sl.No	Shortfall in Performance	Penalty
1	>0.5% and <= 1%	50,000
2	>1 % and <=3%	1,00,000
3	>3% and <= 5%	1,50,000
4	>5%	2,00,000

Total of such penalties shall not exceed 10% of the TCO.

Type of support mode

a. Support mode

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

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

b. Support Window

Support window	**Description**	**Remarks**
Support Window	Time defined for any service requests for remediation	Email 24Hrs, Call – 8 AM to 8 PM
Support days	Time defined for any service requests for remediation	24 x 7 (Excluding Holidays & Sundays unless any administrative exigencies arise)

c. Support Escalation

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

Name	Designation	Phone	E-mail

Single Point of contact (SPOC):

(Name)

(Designation)

(Phone)

(Email)

Note: Any change in the person/contact details in escalation matrix and SPOC shall be intimated in advance to NABSanrakshan.