National Bank for Financing Infrastructure and Development (NaBFID)

REQUEST FOR PROPOSAL
FOR
PROCUREMENT AND MANAGEMENT OF CLOUD-BASED INTEGRATED TREASURY AND ASSET LIABILITY MANAGEMENT SYSTEM

Ref: NaBFID/01RFP/08.06.2022 dated 8th June 2022

Swavalamban Bhavan, C-11, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051

Schedule of Events

	Particulars	Remarks
1	Coordinates for correspondence	Email ID: rfp@nabfid.org Name: Stephen Manoj Designation: Secondee, Admin Email ID: Stephen.manoj@nabfid.org Contact Number: +91-78711 84212 Address: Swavalamban Bhavan, C-11, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from SIDBI's website www.sidbi.in from 08th June 2022 to 30th June 2022
3	Last date for requesting clarification	Up to 4:00 PM on 15th June 2022 All communications regarding points / queries requiring clarifications shall be given by email rfp@nabfid.org and will be posted in our website.
4	Pre - bid Meeting (physical meeting)	17th June 2022 5:00 PM at 7th Floor, Conference Room, SIDBI Building, Swavalamban Bhavan, C-11, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051
5	Clarifications to queries raised at pre-bid meeting will be provided by NaBFID.	On 20th June 2022
6	Last date and time for Bid submission	Up to 3:00 PM on 30th June 2022
7	Address for submission of Bids	For email submission: rfp@nabfid.org (The bidder is required to share the size of the bid document they will be sharing in the pre-bid meeting) For physical submission: 7th Floor, Conference Room, SIDBI Building,

		Swavalamban Bhavan, C-11, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051
8	Date and Time of opening of Technical Bids	4:30 PM on 30th June 2022 at following address: 7th Floor, Conference Room, SIDBI Building, Swavalamban Bhavan, C-11, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Date and Time of opening of Indicative Price Bid	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
10	Tender Fee	Rs. 10,000 Amount should be deposited in: Name: National Bank for Financing Infrastructure and Development A/c No: 40731491001 IFSC: SBIN0016376 Tender fee will be non-refundable.
11	Earnest Money Deposit	Rs. 25,00,000/- (Rupees Twenty-Five lakhs only) in the form of Demand Draft/Bank Guarantee in favor of National Bank for Financing Infrastructure and Development payable at Mumbai, India. EMD should be enclosed with the technical bid.

12	Bank Guarantee	The successful Bidder shall be required to submit the Bank Guarantee, within 30 days from issuance of Purchase Order in the format as provided in Appendix-H, to the extent of 3% of the Total Project Cost for the entire period of the contract plus 3 months and such other extended period as NaBFID may decide for due performance of the project obligations. Guarantee should be of a Scheduled Commercial bank in India.

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1. INVITATION TO BID:

i. **National Bank for Financing Infrastructure and Development** (herein after referred to as **'NaBFID')**, has its Head Quarters in Mumbai. This Request for Proposal (RFP) has been issued by **NaBFID** for procurement of **Integrated Treasury and Asset Liability Management System**

ii. In order to meet the Software Solution/ service requirements, NaBFID proposes to invite Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP document.

iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Software Solution/ service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

iv. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.

v. The purpose of NaBFID behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Software Solution/ service desired in this RFP. The proposed Software Solution/ service must integrate with NaBFID's existing infrastructure seamlessly as and when it is deployed in the future.

vi. This RFP document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

vii. Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed Software Solution/ service for NaBFID are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at NaBFID's discretion. This RFP seeks proposals from Bidders who have the necessary experience, capability & expertise to provide NaBFID with the proposed Software Solution/ service adhering to NaBFID's requirements outlined in this RFP.

2. DISCLAIMER:

i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of NaBFID, is subject to the terms and conditions set out in this RFP.

ii. This RFP is not an offer by NaBFID, but an invitation to receive responses from the eligible Bidders.

iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice/clarifications. NaBFID may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

iv. NaBFID, its employees, secondees and deputed employees make no representation or warranty and shall have no liability to any person, including any Bidder 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 or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

v. NaBFID also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.

vii. The issue of this RFP does not imply that NaBFID is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and NaBFID reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its

acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP (Section 20).

3. DEFINITIONS:

In this connection, the following terms shall be interpreted as indicated below:

i. **"NaBFID"** means the National Bank for Financing Infrastructure and Development as incorporated under the National Bank for Financing Infrastructure and Development (NaBFID) Act, 2021.

ii. **"Bidder/Channel Partner"** means an eligible entity/firm submitting the Bid in response to this RFP.

iii. **"Bid"** means the written reply or submission of response to this RFP.

iv. **"OEM"** means the Original Equipment Manufacturer

v. **"The Contract"** means the agreement entered into between NaBFID and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

vi. **"Total Contract Price/Project Cost/TCO"** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

vii. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as **L1** (lowest) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by NaBFID.

viii. **"Services"** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

4. SCOPE OF WORK:

As given in **Appendix-E** of this document.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

i) Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

(a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEMs.

(b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.

ii) The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-N** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

6. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by NaBFID or any other costs incurred in connection with or relating to their Bid. NaBFID shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

i. Bidder requiring any clarification on RFP may notify NaBFID in writing strictly as per the format given in **Appendix-L** by email within the date/time mentioned in the Schedule of Events.

ii. A pre-Bid meeting will be held in person on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

iii. The queries received (without identifying source of query) and response of NaBFID thereof will be posted on SIDBI's website or conveyed to the Bidders.

iv. NaBFID reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. NaBFID, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check SIDBI's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by NaBFID, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by NaBFID will be binding on the participating Bidders. NaBFID will not take any responsibility for any such omissions by the Bidder. NaBFID, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

vi. Queries received after the scheduled date and time will not be responded to/acted upon.

8. CONTENTS OF BID DOCUMENT:

i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.

ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. NaBFID has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and NaBFID and supporting documents and printed literature shall be submitted in English.

iv. The information provided by the Bidders in response to this RFP will become the property of NaBFID and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

i. Bidders are required to submit EMD of Rs. 25,00,000/- (Rupees Twenty Five lakhs only) in the form of Demand Draft/Bank Guarantee (Appendix-O) issued by a Scheduled Commercial Bank in favour of National Bank for Financing Infrastructure and Development payable at Mumbai, India.

ii. EMD is required to protect NaBFID against the risk of Bidder's conduct

iii. Any bid not accompanied by EMD for the specified amount will be rejected as non-responsive

iv. EMD should remain valid for a period of 180 days from the bid submission date.

v. The EMD may be forfeited :-

(a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
(b) if a technically qualified Bidder does not participate in the commercial evaluation or
(c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

(d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with NaBFID or furnish Bank Guarantee, within the specified time period in the RFP.

vi. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by NaBFID in future, as per sole discretion of NaBFID and other appropriate action may be initiated as per the terms of this RFP.

vii. The EMD of the unsuccessful Bidder(s) would be refunded by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.

viii. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the performance security in form of bank guarantee (Appendix-H) for the amount and validity as mentioned in this RFP.

ix. No interest is payable on the EMD.

10. BID PREPARATION AND SUBMISSION:

i. Separate Bids are to be submitted for technical and indicative price bid for providing of cloud-based integrated treasury and asset-liability management solution in response to the **RFP No. NaBFID/01RFP/08.06.2022 dated 08th June 2022.** Documents mentioned below are to be sent on rfp@nabfid.org with digital signature of authorised signatory or submitted physically with signature of authorized signatory and official stamp of the organization:

(a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
(b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
(c) Proof of remittance of Tender Fee and EMD as specified in this document.
(d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C.**
(e) Bidder's details as per **Appendix-D** on Bidder's letter head.
(f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
(g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.

(h) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11(ii).

(i) If applicable, copy of registration certificate issued by competent authority as mentioned in Sl No 2 of Eligibility Criteria under Appendix-B.

ii. **Indicative price bid for** providing of cloud-based integrated treasury and asset-liability management solution in response to the **RFP No. NaBFID/01RFP/08.06.2022** dated **08th June 2022** should contain prices strictly on the lines of **Appendix-F**. The indicative price Bid must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

(a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.

(b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.

(c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

(d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

(e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to submit a bid via email in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).

(f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.

(g) If deemed necessary, NaBFID may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.

(h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.

(i) The Bidder must provide specific and factual replies to the points raised in the RFP.

(j) The Bid shall be typed or written and shall be digitally signed in case of email submission and physically signed for physical submission by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

(k) All the enclosures (Bid submission) shall be serially numbered.

(l) Bidder(s) should prepare and submit their Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. NaBFID shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of Bids.

(m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.

(n) In case of submission of bids through email, the technical and indicative price bids are to be submitted on the deadline as mentioned in the 'Schedule of Events'. The bidders are required to password protect the indicative price bid. NaBFID will request the password to the indicative price bid only upon successfully qualifying the technical bid stage.

(o) In case of physical bid submission, the bidder is required to put the technical and indicative price bids in separate envelopes and mark them as 'Technical Bid' and 'Indicative Price Bid' respectively and put both the envelopes in a larger envelope with the bidder's name and address. All envelopes should be properly sealed during bid submission.

(p) NaBFID reserves the right to reject Bids not conforming to the above.

11. DEADLINE FOR SUBMISSION OF BIDS:

i. Bids must be submitted on the email id rfp@nabfid.org or physically at the address Swavalamban Bhavan, C-11, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051 by the date and time mentioned in the "Schedule of Events".

ii. Wherever applicable, the Bidder shall submit the EMD Bank Guarantee with their respective enclosures in an email to NaBFID or seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and the name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Schedule of Events, failing which Bid will be treated as non-responsive. Original documents for EMD Bank must be submitted in case of bid is submitted via email also

iii. In case NaBFID extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of NaBFID and Bidders will remain the same.

iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder and email response for bids submitted over email.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received by NaBFID via email or a physical copy, prior to the deadline prescribed for submission of Bids.

ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in appropriate action as per the terms of this RFP, including forfeiture of EMD.

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN INDICATIVE PRICE BID (APPENDIX-F):

i. Bid shall remain valid for a duration of 6 calendar months from Bid submission date.

ii. Price quoted by the Bidder in the Indicative Price Bid shall remain valid for a duration of 6 calendar months from the date of conclusion of Commercial Evaluation.

iii. In exceptional circumstances, NaBFID may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse or not respond to the request. However, in such a case, the EMD shall not be treated as forfeited. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

iv. Once Purchase Order or Letter of Intent is issued by NaBFID, the said price will remain fixed for the entire Contract period and shall not be subjected to a variation on any account, including exchange rate fluctuations and custom duty. A Bid

submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that NaBFID may take. All the submissions, including any accompanying documents, will become property of NaBFID. The Bidders shall be deemed to license, and grant all rights to NaBFID, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

i. In case of submission of bids through email, the technical and indicative price bids are to be submitted on the deadline as mentioned in the 'Schedule of Events'. The bidders are required to password protect the indicative price bid. NaBFID will request the password to the indicative price bid only upon successfully qualifying the technical bid stage. The bid will be rejected if the indicative price bid is not password protected.

ii. In case of physical bid submission, the bidder is required to put the technical and indicative price bids in separate envelopes and mark them as 'Technical Bid' and 'Indicative Price Bid' respectively and put both the envelopes in a larger envelope with the bidder's name and address. All envelopes should be properly sealed during bid submission.

iii. All the technical bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same in a meeting conducted by NaBFID. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.

iv. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria, submitted EMD for the desired amount and validity, and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those

Bids complied with technical criteria shall become eligible for Indicative Price Bid opening and further RFP evaluation process.

v. NaBFID will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. NaBFID may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

vi. Prior to the detailed evaluation, NaBFID will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.

vii. NaBFID's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

viii. After the opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them.

ix. If a Bid is not responsive, it will be rejected by NaBFID and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION

i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Software Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Software Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to NaBFID, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.

ii. During evaluation and comparison of Bids, NaBFID may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION

i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.

ii. All the Bidders who qualify in the evaluation process shall have to participate in the indicative price bid where the lowest responsive priced bid (L1) is declared as successful and shall be commenced for award of contract.

iii. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F** within 48 hours of conclusion of the commercial bid evaluation, failing which Institution may take appropriate action.

iv. Errors, if any, in the price breakup format will be rectified as under:

(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail, and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

(b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

(c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

(d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Institution reserves the right to reject all such incomplete Bids.

18. CONTACTING NABFID:

i. No Bidder shall contact NaBFID on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.

ii. Any effort by a Bidder to influence NaBFID in its decisions on Bid evaluation, Bid comparison, or contract award may result in the rejection of the Bid.

19. AWARD CRITERIA AND AWARD OF CONTRACT:

i. **Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)**

NaBFID will abide by Govt. of India's Public procurement (preference of "Make in India") order P-45021/2/2017-B.E. – II dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, the bidder may provide self-certification as per **Appendix-G** of 'Local Content' where 'Local content' means the amount of value-added in India as a percentage of the total value.

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

(a) Among all qualified bids, the lowest bid (as quoted in the indicative price bid) will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

(b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

(c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item

procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"Class-I local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-I local supplier' hereunder.

"Class-II local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-II local supplier' hereunder. Class-II local supplier shall not get any purchase preference under this RFP.

"Non-local supplier" means a supplier or service provider whose product or service offered for procurement has 'local content' less than that prescribed for 'Class-II local supplier' under this RFP.

"Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier', same shall be applicable.

"Margin of purchase preference" means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

ii. **Verification of local content**
The 'Class-I local supplier'/ 'Class-II local supplier' at the time of submission of a bid shall be required to provide self-certification as per **Appendix-G** that the product or service offered meets the minimum local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of location(s) at which the local value addition is made.

iii. The total cost of Software Solution along with the cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid.

iv. NaBFID will notify successful Bidder in writing by way of issuance of purchase order through letter or email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to NaBFID within ***7*** **working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in Appendix-H of this RFP together with acceptance of all terms and conditions of RFP.

vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

vii. The successful Bidder shall be required to enter into a Contract with NaBFID and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by NaBFID.

viii. Till execution of a formal contract, the RFP, along with NaBFID's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between NaBFID and the successful Bidder.

ix. NaBFID reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.

x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.

xi. Upon notification of award to the successful Bidder, NaBFID will promptly notify the award of contract to the successful Bidder on SIDBI's website. The EMD of each unsuccessful bidder will be discharged and returned.

20. POWERS TO VARY OR OMIT WORK:

i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the

successful Bidder except as directed in writing by NaBFID. NaBFID shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify NaBFID thereof in writing with reasons for holding such opinion and NaBFID shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If NaBFID confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

ii. In any case in which the successful Bidder has received instructions from NaBFID as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

21. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

22. CONTRACT AMENDMENT:

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

23. NABFID'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

NaBFID reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NaBFID's action.

24. BANK GUARANTEE:

i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at Appendix-H is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank and needs to be submitted within the specified time of receipt of formal communication from NaBFID about their Bid finally selected.

ii. The Bank Guarantee is required to protect the interest of NaBFID against delay in supply/installation and/or the risk of non-performance of the successful Bidder in respect successful implementation of the project, or performance of the material or services sold, or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

25. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:

Service Provider should integrate the software with the existing systems as per requirement of NaBFID and carry out thorough system integration testing.

System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Service Provider to NaBFID. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. NABFID staff / third Party vendor designated by NaBFID will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by Service Provider. Service Provider should carry out other testing like resiliency/benchmarking/load etc. Service Provider should submit result log for all testing to NaBFID.
On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to Service Provider by the competent authority.

26. SERVICES:

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27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

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28. PENALTIES:

As mentioned in **Appendix-I** of this RFP.

29. RIGHT TO VERIFICATION:

NaBFID reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job. The bidder to extend all necessary assistance in this regard, failing which NaBFID reserves the right to reject the bid.

30. RIGHT TO AUDIT:

i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by NaBFID/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by NaBFID/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to NaBFID and Service Provider is required to submit such certification by such Auditors to NaBFID. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by NaBFID) shall facilitate the same NaBFID can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by NaBFID. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, NaBFID shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by NaBFID or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and /or within timelines stipulated by NaBFID and shall provide all necessary documents

related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed. The remediation of deficiencies will have to be done to the satisfaction of Auditors and/or NaBFID and decision of NaBFID in this regard will be final.

iii. Service Provider further agrees that whenever required by NaBFID, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the NaBFID/Reserve Bank of India and/or any regulatory authority(ies). NaBFID reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

31. SUBCONTRACTING:

As per scope of this RFP, sub-contracting is not permitted.

32. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 5 year(s). NaBFID reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

33. LIMITATION OF LIABILITY:

i. The maximum aggregate liability of Service Provider, subject to clause *34 (iii)*, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.

ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

iii. The limitations set forth herein shall not apply with respect to:

a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;

b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,

c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,

d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to NaBFID, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause *34(iii)(b)* **"Gross Negligence" means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

34. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 15 of Service Level Agreement placed as Appendix-J to this RFP.

NaBFID reserves its right to recall all NaBFID's materials including Confidential Information, if stored in Service Provider system or environment, at any time during the term of the Contract or immediately upon expiry or termination of Contract. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of NaBFID.

35. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by Service Provider within the timelines prescribed in Part II of this RFP.

ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Software Solution and performance of Services, Service Provider shall promptly notify NaBFID in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, NaBFID shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

36. SERVICE PROVIDER'S OBLIGATIONS:

i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract. It will also ensure that any change in its constitution, ownership or any material incident having a bearing on its performance obligation towards NaBFID will be immediately brought to the notice of NaBFID along with an action plan to cure deficiencies, if any, arising therefrom.

ii. Service Provider is obliged to work closely with NaBFID's staff, act within its own authority and abide by directives issued by NaBFID from time to time and complete implementation activities.

iii. Service Provider will abide by the job safety measures prevalent in India and will free NaBFID from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold NaBFID responsible or obligated.

iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.

v. Service Provider shall treat as confidential all data and information about NaBFID, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of NaBFID as explained under 'Non-Disclosure Agreement' in **Appendix-K** of this RFP.

vi. Without NaBFID's prior written permission, Service Provider shall not store or share NaBFID's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.

vii. Service Provider agrees that NaBFID either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Service Provider, wherein NaBFID has integrations.

viii. Service Provider agrees that it shall communicate to NaBFID well in advance along with detail plan of action, if any changes in Service Provider's environment/infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.

ix. Service Provider at its own expenses, agrees to provide audit report of the process and infrastructure from CERT-In empanelled ISSP, periodically, at least once in a year or as requested by NaBFID.

x. Service Provider shall ensure confidentiality, integrity and availability of NaBFID's information at all times and shall comply with regard to the followings:
   (a) Acceptable Usage Policy: Information assets of Service Provider should be provided to its authorized users only for the intended purpose and users shall adhere to safe and acceptable usage practices.
   (b) Email Usage: The employees of Service Provider shall use authorized media only for email communication.
   (c) Password Management: Service Provider shall have a password management system in place, which ensures secure passwords.
   (d) Physical and Environmental Security: Service Provider shall provide sufficient guidance for its employees with respect to physical and environmental security.
   (e) Logical Access Control and User Access Management: The access to information and information systems shall be according to the principles of "least privilege" and "need to know" basis to authorized users of Service Provider.

(f) Infrastructure Security: Service Provider shall ensure correct and secure operations of information processing facilities.

(g) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment are requested, tested and approved prior to installation or implementation.

(h) Information Security Incident Management: Service provider shall ensure effective management of information security incidents, including the preservation of digital evidence.

(i) Communications Strategy: Service provider shall ensure prevention of unauthorized access to communications traffic, or to any written information that is transmitted or transferred.

(j) Service Provider Relationship: Service provider shall ensure that information security risks related to outsourcing of Services to any other party, if permitted by NaBFID, shall be assessed and managed regularly, to the satisfaction of NaBFID.

(k) Digital Risk: Service Provider shall ensure that electronic data is gathered and preserved in a systematic, standardized and legal manner to ensure the admissibility of the evidence for the purpose of any legal proceedings or investigations, whenever demanded by NaBFID.

(l) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment (including, database, operating system, application, networking etc.) are requested, tested and approved prior to installation or implementation.

(m) Port Management: Service Provider shall ensure that the controls are implemented for secure port management so as to protect the network from unauthorized access.

(n) Patch Management: Service Provider shall ensure that the security patches to information assets and systems are correctly and completely updated in a timely manner for known vulnerabilities.

(o) Backup Management: Service Provider shall ensure that regular backup is taken so that when necessary, information may be restored from backup media to return the application, database, operating system etc. to production status.

(p) Access Management: Service Provider shall limit access to information and information processing facilities for authorized users only.

(q) Log Management: Logging shall be enabled on all systems of Service Provider to ensure audit trail is maintained every time.

(r) Service Provider shall have an anti-virus solution with regular updates to protect their system against malicious attacks in the form of virus, malware, trojans etc.

37. TECHNICAL DOCUMENTATION:

i. Service Provider shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.

ii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of NaBFID. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to NaBFID, free of cost in timely manner.

38. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

i. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for NaBFID as part of this RFP, Service Provider shall have right to use as well right to license for the outsourced services or third-party product. NaBFID shall not be liable for any license or IPR violation on the part of Service provider. The Service Provider will clearly indicate to NaBFID wherever such outsourced services or third - party product are used along with evidence for its right to use /license the same without any IPR violation.

ii. Without NaBFID's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit NaBFID's rights under this RFP.

iii. Subject to clause 39 *(iv) and 39 (v)* of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified NaBFID against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for NaBFID the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification

of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to NaBFID all amounts paid by NaBFID to Service Provider under this RFP/Agreement.

iv. NaBFID will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of NaBFID, unless such settlement releases NaBFID fully from such claim, (ii) Service Provider shall promptly provide NaBFID with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with NaBFID with respect to the defense and settlement of any such claim, and (iv) in any litigation to which NaBFID is also a party, NaBFID shall be entitled to be separately represented at its own expenses by counsel of its own selection.

v. 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 NaBFID'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 Service Provider did not inform NaBFID of the same); (ii) any unauthorized modification or alteration of the Software by NaBFID or its employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified NaBFID in writing that use of the update would have avoided the claim.

vi. Service Provider shall grant NaBFID a irrevocable, non-exclusive, subscription-based license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually.

39. LIQUIDATED DAMAGES:

If the Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, NaBFID may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum

equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, NaBFID may consider termination of the Agreement.

40. CONFLICT OF INTEREST:

i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NaBFID shall be entitled to forfeit and appropriate the EMD and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by NaBFID and not by way of penalty for, inter alia, the time, cost and effort of NaBFID, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to NaBFID under the bidding Documents and/ or the Agreement or otherwise.

ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

(a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person

in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(f) such Bidder or any of its affiliates thereof has participated as a consultant to NaBFID in the preparation of any documents, design or technical specifications of the RFP.

iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

41. CODE OF INTEGRITY AND DEBARMENT/BANNING:

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, NaBFID shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

ii. Bidders are obliged under this clause to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) "**corrupt practice**" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(b) **"Fraudulent practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

(c) **"Coercive practice"** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(d) **"Anti-competitive practice"** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of NaBFID, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(e) **"Obstructive practice"** means materially impede NaBFID's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the

investigation; or by impeding NaBFID's rights of audit or access to information;

v. Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in NaBFID's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in NaBFID's procurement process shall be considered against delinquent Vendors/Bidders:

(a) **Holiday Listing (Temporary Debarment - suspension):**

Whenever a Service Provider is found lacking in performance, in case of less frequent and less serious misdemeanors, the service providers may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Service Provider is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Service Provider is, however, not removed from the list of empaneled service providers, if any. Performance issues which may justify holiday listing of the Service Provider are:

- Service Providers who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Service Providers undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empaneled list

Debarment of a delinquent Service Provider (including their related entities) for a period (one to two years) from NaBFID's procurements including removal from empanelment, wherever such Service Provider is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Service Provider from the list of empaneled Service Providers are:

- Without prejudice to the rights of NaBFID under Clause *42(i)* hereinabove, if a Bidder is found by NaBFID to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or

restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by NaBFID during a period of 2 (two) years from the date of debarment.

- Service Provider fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Service Provider ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the Service Provider as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Complaince/Vigilance Department of NaBFID or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or NaBFID's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which NaBFID considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) **Banning from Ministry/Country-wide procurements**

For serious transgression of code of integrity, a delinquent Service Provider (including their related entities) may be banned/debarred from participation in a procurement process of NaBFID including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

42. TERMINATION FOR DEFAULT:

i. NaBFID may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
   (a) If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by NaBFID;
   (b) If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
   (c) Violations of any terms and conditions stipulated in the RFP;
   (d) On happening of any termination event mentioned in the RFP/Agreement.

   Prior to providing a written notice of termination to Service Provider under clause *43 (i) (a) to 43 (i) (c),* NaBFID shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, NaBFID shall have right to initiate action in accordance with above clause.

ii. In the event NaBFID terminates the Contract in whole or in part for the breaches attributable to Service Provider, NaBFID may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to NaBFID for any increase in cost for such similar Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ NaBFID's data or any other relevant information to NaBFID in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another service provider or to NaBFID.

iv. During the transition, Service Provider shall also support NaBFID on technical queries/support on process implementation or in case of software provision for future upgrades.

v. NaBFID's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.

vi. In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, NaBFID at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. In such case, NaBFID shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by NaBFID, at no extra cost to NaBFID, for ensuring smooth switch over and continuity of services, provided where transition services are required by NaBFID or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to NaBFID, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

43. FORCE MAJEURE:

i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

iii. If a Force Majeure situation arises, Service Provider shall promptly notify NaBFID in writing of such condition and the cause thereof. Unless otherwise directed by NaBFID in writing, 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 the Force Majeure event.

iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

44. TERMINATION FOR INSOLVENCY:

NaBFID may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to NaBFID.

45. TERMINATION FOR CONVENIENCE:

i. NaBFID, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by NaBFID before completion of half of the total Contract period (including the notice period).

ii. In the event of termination of the Agreement for NaBFID's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

46. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (NABFID or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof

shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by NaBFID or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

iii. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

47. GOVERNING LANGUAGE:

The governing language shall be English.

48. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

49. TAXES AND DUTIES:

i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the indicative price bid by Service Provider shall include all such taxes in the quoted price.

ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet **(Appendix-F).**

iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and NaBFID shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by NaBFID on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by NaBFID. NaBFID shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**

iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the indicative price bid by the Bidder shall include all such taxes in the contract price.

vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

50. TAX DEDUCTION AT SOURCE:

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

ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service

Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

51. TENDER FEE:

Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid.

52. EXEMPTION OF EMD AND TENDER FEE:

Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the products and/or services they are offering, are manufactured and/or services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

i. NSIC certificate/ Udyog Aadhar Memorandum/Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.

iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.

v. If all these conditions are not fulfilled or supporting documents are not submitted

with the technical Bid, then all those Bids without EMD/tender fees will be summarily rejected and no queries will be entertained.

53. NOTICES:

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

Part-II

Appendix–A

BID FORM (TECHNICAL BID)

[On Company's letter head]
(To be included in Technical Bid)

Date: _____

To:
< Address of tendering office >

Dear Sir,
Ref: RFP No. NaBFID/01RFP/08.06.2022 dated 8th June 2022
~~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by NaBFID and we offer to supply, Install, test, commission and support the desired Software Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Commercial bids submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The commercial bids submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the products/services mentioned in this RFP in our commercial Bid.
- The rate quoted in the commercial Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by NaBFID, without any exception.
~~~~~~

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

iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NaBFID, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

iv. We undertake that we will not resort to canvassing with any official of NaBFID, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.

v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, NaBFID will have right to disqualify us from the RFP without prejudice to any other rights available to NaBFID.

vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by NaBFID.

vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-J** of this RFP and the rates quoted therein for the orders awarded by NaBFID up to the period prescribed in the RFP, which shall remain binding upon us.

viii. On acceptance of our technical bid, we undertake to participate in the commercial bid. In case of declaration as successful Service Provider, we undertake to complete the formalities as specified in this RFP.

ix. The final successful bidder will be whose commercial bid is the lowest(L1) as per commercial evaluation to be conducted by NaBFID or a company authorized by NaBFID.

x. Till execution of a formal contract, the RFP, along with NaBFID's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on NaBFID and us.

xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.

xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.

xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with NaBFID for more than 6 months from the date of issue of purchase order.

xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by NaBFID to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

xviii. We understand that as per clause 9 of the RFP, Bids must be supported by EMD. Accordingly, we undertake that (a) we shall not withdraw or modify our bid during the period of Bid validity; (b) if we are considered technically qualified Bidder by NaBFID, we shall participate in the commercial bid; (c) we have not made any statement or enclosed any form which may turn out to be false/ incorrect at any time prior to signing of Contract; (d) if we are awarded the Contract, we shall accept Purchase Order and/or sign the Contract with NaBFID and furnish Bank Guarantee, within the specified time

period in the RFP. (e) In case we do not comply with any of the above points, NaBFID has the right to forfeit the EMD

xix. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by NaBFID in the RFP document.

Dated this ..... day of 2022

_____

(Signature) *(Name)*

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

_____**Seal of the company.**

Appendix-B

Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under the applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020, and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in **Appendix-A** in this regard and provide a copy of the registration certificate issued by competent authority wherever applicable.
3.	The Bidder must have an average annual turnover of minimum Rs. 15 crores during the last 03 (three) financial year(s) i.e., FY21-22, FY20-21 and FY19-20.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for FY22 may be submitted.)
4.	The Bidder should be a profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of the last 03 (three) financial years mentioned in para 2 above.		Copy of the audited financial statement along with profit and loss statement for corresponding years and/or Certificate of the statutory auditor.
5	Bidder should have experience of a minimum of 15 years in providing Integrated Treasury and Asset Liability Software Solution/services		Copy of the order and/or Certificate of completion of the work. The Bidder should also furnish a user acceptance report.

6.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India i.e. Implementation of end-to-end treasury solution as software-as-a-service in the cloud. (Start and End Date of the Project to be mentioned) in the past (At least 2 client references are required, preferably in India)		Bidder should specifically confirm on their letterhead in this regard as per **Appendix-M**
7.	Certification Requirements I. A certificate from the CEO/CISO of the OEM to be submitted confirming that the proposed treasury solution is fully secured for deployment in NaBFID with data storage on a cloud server in India. II. The proposed solution should be ISO-27001 & ISO 27017 or Global SOC2 certified		I. Copy of the certificate from OEM on company letterhead at the time of bidding II. A copy of the ISO-27001 & ISO 27017 or Global SOC2 valid certificate indicating its validity. A declaration should also be submitted that these certificates will be valid during the contact period with NaBFID under this RFP
8.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of NaBFID)		Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be

			given on Company's letter head.
9.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		Bidder should specifically certify in **Appendix-A** in this regard.
10	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.		Certificate of local content to be submitted as per **Appendix-G**.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Eligibility criteria mentioned at S. No 3 to 5 in the table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the following:

i. Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
ii. The bidder who solely on its own fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim an exemption for eligibility criteria mentioned at S. No. 3 to 5 in the table above.
iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Name & Signature of authorised signatory

Seal of Company

Appendix-C

Technical and Functional Specifications

1. The objective of technical evaluation and shortlisting of the bidders is to facilitate the selection of the most optimal Solution(s) that appropriately meet the requirements of NaBFID. All bids shall be evaluated by an evaluation committee set up for this purpose by NaBFID. NaBFID will evaluate the technical offers of the bidders complying with Eligibility Criteria mentioned in Appendix-B and the proposals meeting the said criteria will only be taken up for further technical evaluation.

2. As part of the technical bid, the bidder shall have to submit all the specified documents/information covering all the clauses specified in the RFP. The bidders are required to submit a soft copy of the presentation to NaBFID along with their technical and commercial bids.

3. Bidders, at the discretion of the institution, may be asked to deliver an exclusive presentation detailing the proposed architecture and implementation approach, rollout strategy for the proposed Treasury and ALM solution. Due to the ongoing COVID-19 pandemic, bidders may be requested to present their solution through online mode.

4. A Bidder needs to achieve a minimum score of 75% marks in this evaluation stage to be qualified for commercial bid opening. Only those bidders who achieve a minimum score of 75% marks would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability based on the following criteria mentioned in point number 6 & 7. The decision of NaBFID in this regard will be final.

5. In case there is only one bidder having a technical score of 75% or more, the Institution may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 75%, then the Institution, at its sole discretion, may qualify two bidders on the basis of the top 2 scores. However, the Institution at its discretion may reject the proposal of the Bidder or will not consider bidder below cut-off marks by relaxing as mentioned above, if in the Institution's opinion the bidder could not present or demonstrate the proposed services/projects as described in the proposal or in case the responses received from the customer contacts are negative or the proposed service/projects do not meet the Institution's requirement.

6. Bidder's technical submission and presentation should cover the following aspects:

S. No.	Section	Total Marks
1	Bidder Credentials	15
2	Compliance and Legal terms	20
3	Solution Design – Key features and functionalities	40
4	Plan for end-to-end solution delivery and adherence to implementation timelines	25
	Total	**100**

7. The presentations would be delivered to a competent panel chosen appropriately by NaBFID for the purpose of technical evaluation. The evaluation process for shortlisting of the bidder will be based on the evaluation matrix given below:

S. No.	Category	Criteria	Max. Marks	Scoring	Bidder Response
1	Bidder Credentials	Number of projects executed by the Bidder in last 3 years for implementation and maintenance of "cloud treasury management system on SaaS model	5	• 3 or more projects – 5 marks • 2 projects – 3 marks • 1 project – 2 marks	Relevant verifiable certificate to be submitted
2	Bidder Credentials	Verifiable Customer References for the proposed solution (If NaBFID is not able to get a response after 02 attempts within one week, then it will be treated as non-compliant, and no mark will be awarded).	5	• 3 or more references – 5 marks • 2 references – 3 marks • 1 project – 2 marks	Customer references to be submitted
3	Bidder Credentials	Bidder size and scale of practice for the in-scope services	5	• Established practice with global presence and experienced FTEs – 5 marks • Growing practice – 3 marks • New set-up – 2 marks	A detailed explanation of practice to be submitted as part of the RFP response
4	Compliance and Legal terms	Overall score in security controls specified in Annexure – 1 (Appendix-C)	10	• 100% marks – 10 marks • 70% marks – 7 marks • 50% marks – 5 marks	Presentation to NaBFID*, Response in Appendix - C

5	Compliance and Legal terms	Compliance includes (but is not limited to) i. Performance in line with defined SLAs for implementation and support ii. Regulatory and Compliance Requirements not limited to NaBFID's Information Security, IEHRT, SOC, CERTIN, RBI CSITE advisories, response on Zero Days malware/ threats with advance AI/ML-based intelligent model having heuristics behavioral monitoring and protection capabilities to secure NaBFID's IT ecosystem.	10	• Evaluation by NaBFID	Presentation to NaBFID*
6	Solution Design	Proposed architecture with technical features and hosting structure vis-à-vis NaBFID's technical specification	10	Evaluation by NaBFID	Presentation to NaBFID*
7	Solution Design	Overall score in functional requirements specified in Annexure -2, Appendix-C	20	• 100% marks – 20 marks • 70% marks – 14 marks • 50% marks – 10 marks	Presentation to NaBFID*, Response in Appendix - C
8	Solution Design	Bidder's solution is capable of scaling up to meet future client requirements (size, scale, functionalities, product roadmap, etc.)	10	Evaluation by NaBFID	Presentation to NaBFID*
9	Delivery	Rollout and implementation strategy for 100% deployment within defined timelines as per response in Annexure – 3, Appendix - C	5	Evaluation by NaBFID	Presentation to NaBFID*, Response in Annexure – 3, Appendix-C
10	Delivery	Modules to go live within first 30 days of awarding of contract as per response in Annexure – 3, Appendix - C	5	• 100% marks – 5 marks • 70% marks – 3 marks • 50% marks – 2 marks	Response in Annexure – 3, Appendix-C
11	Delivery	Proof of implementation within timelines defined in Appendix – E as per response in Annexure – 3, Appendix - C	5	• 3 or more references – 5 marks • 2 references – 3	Customer references to be submitted, Response in

				marks • 1 reference – 2 marks	Annexure – 3, Appendix-C
12	Delivery	The proposal provides a convincing concept for a smooth transition in operations of NaBFID business and integration readiness (incl. useful accelerators and an innovative way of working developing the Transition approach, availability of Public APIs)	5	Evaluation by NaBFID	Presentation to NaBFID*
13	Delivery	The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for the support center remain applicable.	5	• Compliant – 5 • Non-compliant - 0	Bidder should specifically certify in Appendix-A in this regard.
		Total Score	**100**		

*Soft-Copy of Presentation submitted along with the Bid. NaBFID at its discretion may call for a physical presentation.

Note:

i. Compliance with all the specifications mentioned above must be supported by relevant and verifiable documents. All such supporting documents must be submitted along with the technical bid.

ii. Only principal organizations will be considered excluding subsidiaries and associates.

Commercial Evaluation

1. The Commercial evaluation will take place based on the indicative price bid (Appendix-F) submitted by the bidder. The indicative price bid will be considered only if the bidder obtains 75% or higher marks in the technical bid.

2. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.

3. All the Bidders who qualify in the evaluation process shall have to participate in the indicative price bid where the lowest responsive priced bid (L1) is declared as successful and shall be commenced for award of contract.

Annexure - 1

SECURITY CONTROLS

Bidder(s) are also required to comply with the following points and submit their compliance on the same on their letterhead along with required evidence. In case of non-compliance with any of the requirements, Bid may be rejected at the discretion of NaBFID.

- The bidder is required to answer with Yes/No against each requirement.
- The scoring for the security requirement will be done in the following way:
    - For each security feature, the bidders will be given a score of 1 (Compliant with evidence submitted), or 0 (not compliant)
    - The total scores for the bidders will be calculated by adding the scores for each functionality
    - The percentage scores will be calculated by dividing the bidders' scores from the maximum possible score
    - The percentage score will be multiplied by 10 to give a score out of 10 in the technical evaluation

S. No.	Required Controls	Required Evidence	Compliant/Not-compliant	Remarks
1	Whether Bidder has (Board/ Top Management approved) Information Security (IS) Policy in place with a periodic review (minimum annually) by Top Management.	Content table/ page of IS Policy and review history page.		
2	Whether IS Policy is communicated to all employees and does Bidder monitor the compliance of the said policy.	Relevant evidence or compliance certificate.		
3	Whether Bidder has operational processes	For organizations		

	(SOP, etc) with a periodic review (at least annually) including but not limited to: a) Business continuity management b) Backup Management and Restoration Testing c) Desktop/ system/ server/ network device hardening with baseline controls d) Patch management e) Port management f) Media movement g) Log management h) Personnel security i) Physical security j) Internal security assessment processes k) Incident Management l) Regulatory Compliance	with ISO-27001, PCI-DSS, SOC1, SOC2 certification, relevant certification with validity periods need to be produced. For other organizations, each approved document/ IS Policy (respective contents) needs to be produced with version history.		
4	Whether Bidder's IT environment is suitably protected from external threats by way of a	Evidence for controls in place.		

	firewall, WAF, IDS/IPS, AD, AV, NAC, DLP, etc.			
5	Whether rules are implemented on Firewalls of the Bidder's environment as per their approved process. Whether Bidder has processes in place to review the Firewalls periodically.	Approved Process of Firewall Rules and self-certification (signed by IS Head of the company) for non-presence of overly permissible such as Any-Any Rules or generic rules/evidence for latest Firewall Audit Report.		
6	Whether Bidder has captive SOC or managed service SOC for monitoring their system and operations.	Evidence of SOC implementation and its activities.		
7	Whether Bidder's environment is segregated into a militarized zone (MZ) and demilitarized zone (DMZ) separated by a firewall, where any access from an external entity is permitted through DMZ only.	CERT empaneled auditor's Report on verification of its implementation.		
8	Whether Bidder has deployed secure production, disaster	Evidence of a Secured DR Site at a		

	recovery, and testing environment for their application.	different location(s).		
9	Bidder to confirm that no internet access is permitted on internal servers, database servers, etc.	Evidence for the secured access, reviewed by CERT empaneled auditors.		
10	Whether the Bidder has a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security-related functions & operations.	Relevant clauses in Policy and implementation evidence like organization structure etc.		
11	CERT-IN Empaneled ISSPs are engaged by Bidder for ensuring the security posture of their application. Security testing includes but is not limited to Appsec, API Testing, Source Code Review, VA, PT, SCD, DFRA, Process Review, Access Control, etc.	Latest security Testing Certification with Scope of review & closure of observations.		
12	Whether suitable security certification (ISO, PCI-DSS, SOC1, and SOC2, etc.) of the security posture at Bidders IT environment are in place.	A certificate with a validity period, if available.		
13	Whether Bidder is agreeable to secure NaBFID's data (if shared) while transiting,	Evidence for protection of data in transit such as Secure		

	processing, at the store, during backup and archival, over external media, etc. with latest & secured encryption standards.	Encryption algorithm used.		
14	Whether Bidder is agreeable to completely erase the data after processing at their end, if so permitted to be stored.	Self-certification in case of Govt entity and approved Purging Process & timeline and Evidence of actual implementation for Non-Govt entities duly verified by CERT empaneled IS auditor to be provided by successful Bidder at the relevant time.		
15	Bidder to confirm that it will not share NaBFID's data to any other party for any purpose without prior permission of NaBFID.			
16	Whether Bidder is willing to put in place a system of obtaining approval from NaBFID before carrying out any changes in their environment.			
17	Bidder to confirm that			

	it will not take any crucial decisions on behalf of NaBFID without written approval from NaBFID.			
18	Whether Bidder is willing to implement an efficient and sufficient preventive control to protect NaBFID's interests against any damage under section 43 of IT Act.			
19	Whether Bidder configures or provides access to officials based on a documented and approved Role Conflict Matrix.	Role Conflict Matrix and evidence of following the same.		
20	Whether Bidder is agreeable that all default admin and root users are deleted/disabled, and access is based on user-specific IDs and all such accesses are logged.	Evidence of having disabled default admins and root users preferably verified by CERT empaneled auditor.		
21	Whether Bidder has deployed Active Directory (AD), Single Sign On (SSO), and Strong Password Policy for End point and application access.	Details of the AD, SSO, Password Policy in relevant clauses of IS Policy and/or compliance verification.		
22	Whether Bidder is agreeable to define proper access control for protecting NaBFID's data (if	Approved Access Control process document and evidence of		

	shared) and access to the data is strictly on a need-to-know Basis.	implementation to be provided by successful Bidder at the relevant time.		
23	Whether Bidder follows the best practices of creation of separate network zones (VLAN segments) for production and non-production such as UAT.	CERT empaneled auditor's Report on verification of its implementation.		
24	Whether Bidder follows the best practices of creation of separate network zones (VLAN segments) for Web, App, DB, Critical & Non-Critical Applications.	Self-certification (signed by IS Head of the company) with evidence.		
25	Whether Bidder is agreeable to having a separate network architecture diagram specific to integration with NaBFID.	Network architecture diagram specific to NaBFID to be provided by successful Bidder.		
26	Bidder to confirm that internet access is restricted on internal servers, database servers, or any other servers.	Evidence of purpose/need of this and verification of controls in place by CERT empanelled ISSP.		
27	Whether Bidder has deployed any open source or free software in their environment. If	If any Open-Source software is used, evidence for		

	yes, whether processes are in place for closure of vulnerabilities & regular/timely patching for such software.	process in place to adhere to the stated control and/or declaration that there are no known CVE (Common Vulnerability & Exposures).		
28	Whether minimum baseline controls are implemented for hardening the application and DB Servers.	Content page of SCD document and review history and implementation evidence of latest SCD version.		
29	Whether Suitable Security certificate such as ISO27017 & ISO27018 for Cloud Services (if applicable) and PCI DSS where Debit Card related data (if applicable) are processed are in place.	A certificate with a validity period.		
30	Whether Bidder is agreeable that the key used by it to encrypt NaBFID's data (if shared) should be different i.e., it should not be the same that was/is used for other clients.	Approved Process for Key Management and evidence of actual implementation of Key Sharing.		
31	Bidder to confirm that data should not be allowed to be downloaded or to prepare copies unless explicitly approved.	Approved Process & evidence of implementation of the control.		

32	Whether Bidder is agreeable to performing periodic DR Drills.	Evidence of conducting DR drills, lessons learned and their detailed recordings to be provided by successful Bidder.		
33	OEM's and Cloud Service Provider's (CSP) data centers should be minimum Rated 3 of TIA940 or Tier 3 of 'Uptime Institute' or any other equivalent certification.	Relevant verifiable certificate to be submitted		
34	Bidder to confirm that all NaBFID's data is being stored in servers located in India			

Annexure - 2

Functional requirement evaluation:

- The bidder is required to answer with Yes/No against each requirement.
- The scoring for the functional requirement will be done in the following way:
  - For each functionality the bidders will be given a score of 3 (Pre-configured), 2 (Customization), 1 (Third-party service), or 0 (not available)
  - The total scores for the bidders will be calculated by adding the scores for each functionality
  - The percentage scores will be calculated by dividing the bidders' scores from the maximum possible score
  - The percentage score will be multiplied by 20 to give a score out of 20 in the technical evaluation

S.No.	Functional Requirements	Priority	Bidder meets requirements		
			Pre-configured	Customization	Third-party service
1	**Asset class exhaustiveness**				
1.1	The ability to support asset classes such as mutual funds, bonds, money markets, fixed incomes, Venture Capital Funds / Alternative Investment Funds, and cash equivalents, etc.	1			
1.2	The ability to support asset classes such as forex, equities, derivatives including Credit derivatives like CDS CDOs, etc.	2			
2	**Full Trade Lifecycle Support**				
2.1	Pre- and post-trade functions across all asset-classes	1			
2.2	Control of Trade	1			
2.3	MTM calculation for all asset classes and open positions as per RBI/FIMMDA/FEDAI valuations	1			
2.4	Functionality for valuation of Corporate Bonds including and Bond with Options as per FIMMDA guidelines.	1			
2.5	Profit and Loss (P&L) And Cash Management	1			
2.6	General Accounting Capabilities	1			
2.7	Check Short-Selling.	2			
2.8	Cater to Any of The Product in The Financial Market and Capable of Catering to New Products as And When Allowed by Regulators	2			
3	**Derivative Products**				
3.1	The system must be able to price and capture all types of derivative products including but not limited to Options, Interest rate swaps (IRS) Credit Default swaps (CDS) Structured products.	2			
3.2	The system must be able to do valuation/ MTM calculations and Collateral management under CSA for	2			

	all derivatives products including but not limited to Options, Interest rate swaps (IRS) Credit Default swaps (CDS) Structured products.				
3.3	Margin Calculations and Dispute Redressal Mechanism (Dispute Redressal Mechanism Is for The Differences in Margin Calls for Credit Support Annex (CSA)	2			
3.4	The system should have the flexibility to record the Arrangements with Interbank Counterparties and Central Clearing counterparties for accounting of the collaterals which The Collateral Module Is Expected to Generate Based On MTM	2			
3.5	The system can pass necessary accounting entries, generate cash flows and payment messages for all derivative products including but not limited to Options, Interest rate swaps (IRS) Credit Default swaps (CDS) Structured products.	2			
3.6	The system can calculate all risk limits for derivative products including NOOP, PV01/DV1 VAR, option greeks, etc.	2			
3.7	The solution must be highly customizable for configuration and addition of any new derivative products including but not limited to Options, Interest rate swaps (IRS) Credit Default swaps (CDS) Structured products.	2			
3.8	P/L of derivative position (Calculation based on trade date rather than settlement date)	2			
4	**Integrated workflow capabilities**				
4.1	Integration and Synchronization with External Systems, Third-Party Execution Platforms or Service Providers (e.g.: for trade booking with DS-OM, TREPS, Reuters dealing system, Bloomberg dealing system, etc.)	1			
5	**Reporting**				
5.1	Support for both Internal and External (Regulatory) Reporting Capabilities Involving BI	1			
5.2	Real Time Data Aggregation	1			
5.3	Real Time Noop (Net Overnight Open Position), AGL (Aggregate Gap Limit) & IGL (Individual Gap Limit) calculations	1			
5.4	MIS Support for Report Generation	1			
5.5	Transaction Level Reporting. Etc. Preferably Out-Of-The-Box I.E. Without Using Any Third-Party Services/Applications.	1			
5.6	System Should Be Capable of Designing and Generating Ad-Hoc Reports/ User Defined Reports By NaBFID Officials Through A User-Friendly Interface/ Mis Module.	2			
5.7	System should be capable of generating reports in case month-end or quarter-end falls on Sundays or pre declared public holidays	1			
6	**Portfolio/Positioning Management**				
6.1	Ability to Offer Functions and Features for Better Portfolio and Positioning Management Such as Real-Time Monitoring, Trading Activities, Dashboards, etc.	1			
7	**New Asset Addition**				

7.1	Ability to Introduce A New Asset and Address Its Need of Configuration	2			
8	**Regulatory compliance**				
8.1	The system must be highly flexible and configurable for introducing new products processes and solutions as per emerging market trends and regulatory requirements.	1			
8.2	The system must be IGAAP compliant with support for configuration of multiple accounting and classifications based on regulatory requirements, generation of reports based on these accounting subsets, and classifications in the same primary system.	1			
9	**Process, settlement, and clearing**				
9.1	Handle Connections with Different Settlement/Clearing Systems	1			
9.2	Generation of Deal Confirmation Messages and SWIFT Messages.	1			
9.3	STP For Inward Swift Message Processing and Outward Swift Message Generation.	1			
9.4	SWIFT Message Generation Module Containing Complete Message Format Generation for All Type of Messages (Not Only Treasury Messages).	1			
9.5	Accounting entries must be posted on a real time basis to NaBFID's systems and before the corresponding SWIFT messages are generated.	2			
10	**Audit Trail and reports**				
10.1	Audit Trail Reports and Record Post Audit Data.	1			
10.2	Ability for generations of application-level logs for security	1			
11	**Integration with NaBFID systems**				
11.1	Regulatory database (like PAN etc) for validation purposes e.g., CBS, EXIM BILLS, Payment Gateways, SWIFT Gateways, etc.	1			
11.2	Support for auto reconciliation of data with NaBFID's other systems like CBS, Trade Module, Swift, and Payment Gateways, and notifications for any exceptions/mismatches	2			
12	**Forex Merchant**				
12.1	Facilitate merchant trades done through Forex enabled branches by providing Forex Rates	2			
12.2	Reporting of Forex Transactions to Dealing Room for Cover	2			
12.3	Limit management of bookings done directly with Treasury by customers	2			
12.4	Entire life-cycle management of forward contracts, PCFC, Bills etc.	2			
12.5	Other forex merchant products and to improve Treasury Business using asset-wise / customer-wise automatic margin additions etc.	2			
12.6	Maintenance of customers at NaBFID (CIF) level with seamless integration with NaBFIDs CBS and Trade Finance Modules for real time data analysis	2			
12.7	Solution must be highly customizable for configuration and addition of new products and rules	2			

12.8	All retail and trade transactions are expected to be covered	2			
13	**Risk Management including Market Risk**				
13.1	Real-Time Risk Assessment Capabilities	1			
13.2	Capabilities to Monitor Various Treasury/ Risk Management Limits as Per NaBFID's Limit Management Framework (capabilities to assess, compute the impact of interest rates, macroeconomic variables on NaBFID's portfolio, Counterparty Limits, PV01 Limits etc)	1			
13.3	Stress-Testing Tools	1			
13.4	Capabilities of deal-level Var generation, Var And Enterprise Var (Evar), Stress Var Etc.	1			
13.5	System Should Be Having Capabilities to Compute Var/ Expected Shortfall by Monte Carlo Simulation	1			
13.6	Back-testing with clean Back-testing and Dirty Back-testing Capabilities	1			
13.7	Forward Guidance Along with Limit Management.	2			
13.8	Performance Analysis Capabilities (Sharpe ratio, Information Ratio, Sortino Ratio, Jensen Alpha, Treynor measure)	1			
13.9	Portfolio optimization (through (i) Efficient frontier portfolio (ii) Minimum variance portfolio (iii) Optimal portfolio & other methods)	1			
13.10	What-if & Regression analysis	1			
13.11	Model validation module	1			
13.12	Capabilities for computation of RAROC	1			
13.13	Maximization of Economic Value Addition (EVA) and RAROC with allocated and consumed capital	1			
13.14	Analytical capabilities pertaining to Capital Planning	2			
13.15	Financial Planning capabilities	2			
13.16	Risk Budgeting and Performance Measurement System	2			
13.17	Capability to Capture riskiness through Greeks, SA-CCR, CVA & DVA, FRTB…	1			
13.18	Beta of the equity portfolio	2			
13.19	Liquidity Risk management (Gap Statements, Liquidity forecasting and expected shortfall)	1			
13.20	Rate Scan for all products	1			
13.21	Hedge effectiveness module	1			
13.22	Multi-currency IRRBB models	2			
13.23	Reverse Stress testing models (qualitative and quantitative) for Market Risk	1			
13.24	Framework for computation of market illiquidity for the securities, derivatives, and forex positions	2			
13.25	Capital Computation as per both Basel II & III	1			
14	**Nostro Reconciliation**				
14.1	Nostro Reconciliation module with an automated, real-time multi-way, multi-transaction model that helps to monitor and manage transactions with swift, RTGS, NEFT, and other payment gateways	1			
14.2	Mirror transactions module with the capability to account for incoming swift messages and generate swift messages for queries etc. is expected.	1			
15	**Record retention**				

15.1	System should be capable enough to store the records as per NaBFID's policy of record retention at present 10 years.	1			
15.2	Functionality to purge Matured deals and retrieve conveniently.	1			
15.3	Archived schema for matured and purged data.	1			
16	**Miscellaneous**				
16.1	Integration capabilities with NaBFID's Single Sign On/ADS for authentication	2			
16.2	Availability of downloadable manuals for internal distribution amongst end users.	1			

Note: Please note that the "2" features shall be without any additional cost, as and when required by the Institution.

Annexure - 3

Additional delivery-related questions:

Please answer each of these in detail and provide supporting documents and/or experience for each.

I. Project Schedule

i. Proposer shall submit a proposed Project Schedule with the major milestones, activities, and timing of deliverables for the Scope of Work. In addition, the response should reflect Project predecessors, successors, and dependencies.

1. Based on current obligations, what is the earliest you can begin implementation after contract signing?	
2. What activities would the Proposer expect to occur within the first 30 days of contract signing?	
3. How long does the typical implementation of the product being proposed take for an organization of similar size to NABFID?	

Name & Signature of authorized signatory

Seal of Company

Appendix-D

Bidder Details

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and/or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Email Address	

Name & Signature of authorized signatory

Seal of Company

Appendix-E

Scope of Work and Payment Schedule

Description of the envisaged scope is enumerated as under. However, NaBFID at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions in accordance with the clause on power to vary and omit work.

S No	Requirements	Details of requirement
1	Description of Product/Services	The scope for this project is the end-to-end design, deployment, management, and maintenance of a cloud-based integrated treasury and asset-liability management solution for NaBFID. The solution must be offered using the software-as-a-service (SaaS) model: • The Solution Design of the to-be systems, operating model, and processes (also referred to as blueprint) will be used to drive the following phases of the delivery. The blueprint will have to address both functional/business requirements, technical specifications for the platform as well as integrations with other NaBFID systems specified in the technical evaluation section (Appendix-C). • Deployment of the solution as per Solution Design, including code development, system configurations in a cloud environment, and all the technical activities required to deliver a working solution • Testing of the new platform addressing both functional and non-functional behaviors (including performance, capacity, and security testing) • Implementation of the solution in the cloud environment (including Disaster Recovery, user setup, etc.) • Technical training assistance and knowledge transfer to existing NaBFID personnel for system and enhancements • Fixing vulnerabilities in the solution detected by NaBFID or internal or external audits conducted by NaBFID or its auditors on a periodic basis. • Customization and module addition, which NaBFID identifies, post-go-live beyond the RFP requirements

		at a cost mutually agreed between NaBFID and the service provider The successful bidder must ensure sufficient manpower for delivery and achieving SLA targets during the entire period of the contract The bidder will provide a clear overview of the intended deliverables (including real-life examples), activities, and phases of work required to deliver the project in the RFP.
2	Description of Deliverables	• Design specifications o Create the detailed design document with support from NaBFID and functional and non-functional requirements and high-level design o Create a design to contain security features in compliance with NaBFID security policies o Document and present implementation options evaluated as required by the RFP o Develop and implement rigorous Unit Testing cases for customizations, with the goal of their reuse in subsequent Regression Testing o Define implementation and deployment policies, enhancement and project schedules with detailed sprint plans, and staffing requirements to meet deployment and delivery requirements • Software license and system deployment o Recommend programming, development, and technical documentation policies, procedures, and standards o Provide overall programming and development module delivery schedule for NaBFID acceptance o Perform all necessary solution design, programming, development, unit and string testing, scripting, configuring, or customizing of solution modules as required to develop and implement the design plans and specifications o Manage all programming and development efforts o Conduct development status reviews and provide written reports on results to NaBFID • Implementation

		○ Create an implementation plan outlining the scope, approach, and execution plan for the deployment ○ Develop implementation plans and scripts for use or execution by NaBFID, whether from existing systems to new systems, by either electronic or manual methods ○ Develop, document, and maintain in the Policies and Procedures Manual implementation procedures that meet requirements and adhere to policies defined by NaBFID ○ Assist NaBFID in coordinating and reviewing all implementation plans, in accordance with Change management policies ○ Coordinate implementation support activities with NaBFID ○ Perform appropriate tests on all enhancements as per requirements ○ Provide NaBFID personnel with training related to the implementation of enhancements and/or new products and Services per NaBFID's requirements, including training related materials ○ Deploy solution/enhancement • Documentation ○ Recommend specifications and documentation format and content per NaBFID's requirements ○ Provide system specifications and technical documentation ○ Develop operational processing flow ○ Provide enhancement documentation ○ Provide system and security procedures ○ Prepare updates and release notes ○ Document version control for all documentation for which Supplier is responsible • Training ○ Develop training and knowledge transfer plans for SaaS enhancements ○ Provide technical training assistance and knowledge transfer to existing NaBFID support personnel, during deployment as requested ○ Provide training materials related to the technical

		aspects of the service to NaBFID as applicable, including refresher courses as needed and instruction on new functionality o Develop, document, and maintain in the Policies and Procedures Manual Training and knowledge transfer procedures that meet NaBFID's requirements and adhere to policies defined by NaBFID o Develop and deliver a training program to instruct NaBFID personnel on the provisions included within the Services o Develop and implement knowledge transfer procedures so that key NaBFID staff understand key components of the Enhancements and/or Deliverables • Monitoring and reporting o Provide weekly status reviews and progress reports for all Enhancement Services o Provide mutually agreed reports that represent the general health of the SaaS offering including availability information and incident data from the SaaS provider
3	Third-Party Components	The bidder will be responsible for acquiring and managing third-party components required for deploying a complete treasury solution. These include, but are not limited to: • Public cloud system • Market data providers Bloomberg, Reuters, etc. • Payment systems • Message systems NaBFID during the period of the contract, based on its technical and functional requirements may intend to add additional third-party applications and interfaces to the Treasury system. The Service Provider must extend all necessary support and assistance for addition to the Solution with the required third-party applications and interfaces desired by NaBFID at no additional costs.
4	Term of the Project - Project Schedule; Milestones and	NaBFID will implement the treasury system for 10 users in its Mumbai office. The selected bidder should go live within 12 weeks from the date of awarding of the contract. An indicative break-up of the project timeline is given below:

	delivery locations	• Project Kick-off meeting – 2 days • Preparation of functional requirement specification manual – 1 week • Configuration, Development, Customization, System Integration and Training – 5 weeks • SIT, UAT, and go-live of critical modules – 3 weeks • Go-live of all modules – 3 weeks
5	High-level design and architectural principles (Indicative list)	• Omni-channel experience • A secure multi-tenant solution that can take advantage of lower costs and better product enhancements • Scalable, Plug & Play Composable Architecture. The architecture should enable the Institution to keep unbundling its services so that newer innovative services from the Institution or its partners/fintech could be bundled- hence the need for continuous bundling and re-bundling to be addressed by the architecture approach. • Cloud-Native Application & Deployment • Micro services Based Architecture • Provide observability of micro services inter-communication and ability to control the traffic among micro services. • Smaller Maintainable Components which would allow for modular service components, isolation of services/ defects • Load agnostic performance experience to customers through dynamic allocation • Platform Faster Rollout and with minimal downtime under the 'continuous integration – continuous development/ deployment' (CI/CD) methodology • Self-healing Application, • Responsive Design, Ease of Customization, and speed of change • Necessary security layers across the platform with necessary backend infrastructure supporting beta releases, A/B testing, and staging • Enable Context-aware service delivery, two-way integration with analytics engine (already existing) to run campaigns, and offer intelligent search/ prompts supporting the different use cases such as voice commands • Build a monitoring framework and implement a monitoring console for effective tracking of services and platform performance

		• Deploy an efficient audit mechanism • Secure containers, runtimes, data transport, data storage. Support monitoring of activities
6	Warranty Term	Intentionally Left Blank
7	Annual Technical Support (ATS) Term	Intentionally Left Blank
8	Integration / Migration Requirements with existing systems	• The service provider will be responsible for integration and testing with NaBFID's ERP system, LMS system in the future as and when they go live and any other systems identified by NaBFID during the contract period, at a cost mutually agreed by the service provider and NaBFID. • The service provider will be responsible for identifying detailed interface requirements for integrating proposed systems. The service provider will be responsible for developing, testing, and maintaining the interfaces in the contract period, at a cost mutually agreed by the service provider and NaBFID. • The service provider will be responsible for treasury data migration from the temporary system being used by NaBFID at no additional cost. • The service provider will be responsible for treasury data migration to the new system in case of contract termination, at a cost mutually agreed by the service provider and NaBFID. • The service provider must estimate and specify any costs related to integration and data migration in the indicative price bid
9	Support Requirements	NaBFID expects the service provider to adhere to the following minimum service levels: • Any fault/ issue/ defect failure intimated by NaBFID through any mode of communication like call/email etc. are to be acted upon, to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the service provider. • The service provider should have 24X7X365

		monitoring, escalation, and resolution infrastructure. • A time-bound problem addressing team for the complete contract period, according to defined SLA • The service provider to arrange for updates required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance at no extra cost to NaBFID for the entire contract period. Any delay in meeting the timelines would result in a penalty • Bidder support staff should be well trained to effectively handle queries raised by NaBFID employees • Bidder should have the ability to generate MIS reports periodically for example Volume of calls / per day, resolution % per day, etc
10	MIS Report Generation requirement	• The system should be capable of generating reports specified in the technical evaluation section (Appendix-C) and customized reports required by NaBFID from time to time • A list of pre-configured reports should be specified along with the technical bid
11	Audit requirements	It is the responsibility of the selected bidder to: • Maintain a comprehensive audit trail and on-screen view for all actions in the system including audit logs listing old and new values • Provide the capability to rapidly generate additional reports with an easy-to-use report writer tool/wizard. • Provide facility to generate reports for meeting current and future audit, regulatory and statutory requirements. • Develop and provide automated Audit Tools for NaBFID's internal/concurrent/statutory / RBI auditors/inspectors for auditing all the components of the solution provided.
12	Performance Requirements	The service provider will have to guarantee a minimum uptime of 99.95%, calculated monthly. Application (As a whole / any module of the application) availability will be 99.95% on 24x7x365. The uptime will be calculated as per the details given below.

		• Uptime percentage - 100% less Downtime Percentage • Downtime percentage - Unavailable Time divided by Total Available Time, calculated monthly. • Total Available Time – 24 hrs per day for seven days a week excluding planned downtime • Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically. The penalty for not meeting the uptime requirement is specified in the Penalty Clause.
13	Scalability Requirements	• NaBFID is looking to handle a substantial loan book. The treasury solution suggested by the service provider should be capable of handling a treasury book of similar scale. • NaBFID would also be introducing several complex and innovative instruments, configuration of these should be supported by the system the service provider provides. • The number of users is expected to be limited to up to 20 users for FY24, however, the service provider should be capable of handling a larger number of users in case of changing business needs
14	Regulatory / Compliance Requirements	• The proposed solution must meet all statutory and regulatory requirements (including but not limited to compliance to GST regulations, IGAAP Accounting standards, RBI regulations, data storage, and cloud regulations) from day one of the solutions going live. • Any new government/ regulatory requirements that impact the provided solution to NaBFID need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to NaBFID at no additional cost during the period of the contract. • A declaration to this effect must be submitted by the Bidder with the technical bid.
15	Security Requirements	The solution provider will comply with the directions issued from time to time by NaBFID and the standards related to the security and safety as per best practices and standards prevalent in the industry and those stated in the RFP, in so far as it applies to the provision of the Services.

		• Each party to the master service agreement and service level agreement shall also comply with Project's information technology security standards and policies in force from time to time at each location of the project, in so far as the same applies to the provision of the Services. • The parties to the service level agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the project's data, assets, facilities, or Confidential Information. • The solution provider shall upon reasonable notice by NaBFID or its designated agency participate in regular meetings when safety and information technology security matters are reviewed. The parties under the SLA shall promptly report in writing to each other any act or omission which they are aware could have an adverse effect on the proper conduct of safety and information technology security at project's locations
16	Review and Testing; Acceptance	• NaBFID proposes to conduct "User Acceptance Testing" ("UAT") of the Solution for the purpose of ensuring that all the functionalities requested by NaBFID are available and are functioning accurately. The UAT would be carried out for the Treasury Solution proposed by the selected bidder. The detailed test cases along with test data and expected results will be created by the selected bidder and approved by NaBFID. NaBFID may also add test cases if it identifies any gaps. NaBFID shall participate in the UAT along with the bidder; all necessary support needs to be provided by the selected bidder to NaBFID. • The selected bidder will convey to NaBFID that all the customizations that are required for "Go Live", as agreed upon and signed off by NaBFID are completed and the solution is ready for final testing. • The Bidder will assist NaBFID in conducting all the tests and analyzing/comparing the results. Bidder shall

		provide adequate full-time resources conversant in respective business areas, for troubleshooting and resolving defects during the entire UAT process. • Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the selected Bidder and the selected bidder will have to resolve them immediately or within the UAT approach and guidelines formulated between the Bidder and NaBFID. The resolution timelines will be completely aligned to the project timeline of this RFP. • The selected bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/enhancements carried out during the implementation/testing phase. • The selected bidder will be responsible for providing and updating system & user documentation as per the modifications.
17	Backup system / POC / test & training system / DR system	• NaBFID expects the test environment to be always available to NaBFID, for the purpose of testing. • The Bidder is expected to provide access to NaBFID employees to its test and development infrastructure. NaBFID plans to use the testing environment throughout the period of the contract. • The selected bidder will be responsible for providing disaster recovery (DR) services under the standard hosting agreement • A detailed document specifying the DR system should be provided with the technical bid
18	Training	• The Service Provider should provide training 2 times to at least 5 NaBFID officials each year. • The Selected bidder will be responsible for training NaBFID's employees in the areas of parameterization, operations, management, error handling, system administration, etc. The training should at least cover the following areas: o Functionality available in the solution o Product setup o Impact analysis o Advanced user training

		○ Techniques of generating various MIS reports ○ Using all the auditing tools being provided ○ Developing new audit reports/tools in the proposed solution ○ System and Application administration ○ Log analysis and monitoring ○ Database and data dictionary • The training batches may be continuous or in a staggered fashion • The selected bidder will be responsible for providing trainers and any required training materials to the trainees. • The onus of preparing the training material will be on the selected bidder. • The selected bidder will be expected to deliver to NaBFID, one electronic copy of the documentation for each of the deliverables and an online context-sensitive help module included in the software to enable NaBFID's personnel to use and understand the operations of the deliverables. NaBFID may make additional copies of specific documentation for its internal use. • The selected bidder must ensure that there is online help available for each functional area within the solution post-go-live of the application for every user of NaBFID.
19	Payment schedule	• Unless expressly agreed otherwise in a Specific Agreement, the service provider shall invoice the Fees for the Services as set out in this section. • In relation to Services, which are not Operational Services, for which Milestones have been defined, unless a Milestone is not applicable for a specific Service, the service provider shall invoice the Fees in accordance with the invoicing schedule set out below: ○ 50% of implementation fee on successful design delivery, build delivery, unit, and system integration testing ○ 20% of implementation fee on regression testing, key user training, and User Acceptance Testing completed & accepted and go-live successfully completed for priority – 1

		functionality o 30% of implementation fee on regression testing, key user training, and User Acceptance Testing completed & accepted and go-live successfully completed for all functionalities • Go-live is considered as a Critical Milestone unless otherwise specified on a project basis. • In relation to Milestone based invoicing, the Parties agree on the following general principles: o When different Deliverables are connected to a single Milestone, all Deliverables must be Accepted by NaBFID before the service provider can invoice the Fees related to such Milestone; and o The Fees for a Milestone may not be invoiced by the service provider if the preceding Milestone has not been fully accepted by NaBFID and the thereto-related Fees have not been invoiced to NaBFID. • For operational services, the recurring costs would include: o Managed services for hosting, network, and related system/platform software (including maintenance) and other payments related to support and maintenance: Quarterly basis at the end of each quarter o The subscription price for solution: Quarterly basis o Configuration of new modules or customization required from time to time: per incident basis post-delivery and acceptance by NaBFID o Training Cost: One time, after the completion of training to the satisfaction of NaBFID and any refresher training courses, as and when scheduled • In relation to Operational Schedules that are delivered at a fixed quarterly Fee or that are consumption-based, the service provider shall invoice the Fees due quarterly for the Services delivered in the previous calendar month. • The service provider will ensure to follow a pre-defined template (e.g., names, cost centers codes, etc.) for the invoicing. The template will be defined and

		shared by NaBFID prior to the start of the invoicing by the service provider. • No early payment: Unless the Parties agree otherwise if the service provider Achieves a Milestone earlier than the Milestone Date falls the service provider shall nevertheless only be entitled to invoice for the relevant Milestone Charge for that Milestone on or after the relevant Milestone Date. • The penalty for milestone completion delays has been specified in the Penalties clause. • The bidder must provide a detailed indicative price bid for one-time implementation and recurring costs for all services specified in this section and any other services the service provider may provide to offer a complete treasury solution

Appendix-F

Indicative Price Bid

The Indicative Price Bid needs to contain the information listed hereunder and needs to be submitted via email or physical copy**.**

Name of the Bidder:

Sr. No.	Item	Quantity/ No of Resources /services included	Rate per item/Per resource etc. (as applicable)	Total Amount in Rupees	Proportion to Total Cost (in percentage) #
1.	One time implementation cost for software deployment				
2.	Subscription cost for the solution				
3.	Cloud-hosting, network, and other related costs				
4.	Configuration or module addition cost				
5.	Support and maintenance cost 24x7x365				
6.	On-call support				
7.	Training and Certification				
Total*					

The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

***** This will be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted in the indicative price bid as per clause 16.

The breakup of Taxes and Duties

Sr. No.	Name of activity/Services	Tax 1	Tax 2	Tax 3
		Mention Name of Tax		
		GST%		
1.				
2.				
3.				
Grand Total				

Name & Signature of authorized signatory

Seal of Company

Illustration

Particulars	**Final Price (INR) in the indicative price bid**	**The minimum final price should not be below (INR)**	**The maximum final price should not exceed (INR)**
A	***B****	***C*** ***(95% of B)***	***D*** ***(105% of B)***
Item 1	9.87	9.38	10.36
Item 2	19.74	18.75	20.72
Item 3	29.60	28.13	31.09
Item 4	15.79	15.00	16.58
Grand Total (1 + 2 + 3 + 4) = G	**75**		

* Ideal final price breakup based on final price of INR 75 quoted in the indicative price bid.

Appendix -G

Format for Self-Certification of Local Content

Date:

To,
_____
_____
_____

Dear Sir,

Ref.: RFP No.: _____ Dated: _____

This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above-mentioned RFP.

1. The details of location(s) at which the local value addition is made are as under:

Sl No	Product details	Name of place
1		
2		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of authorised official
Name:
Company seal:

Appendix -H

BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

THIS BANK GUARANTEE AGREEMENT executed at _____this _____day of _____2022 by _____ (Name of the Bank) _____ having its Registered Office at _____and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF NaBFID**, a Statutory Corporation constituted under the NaBFID Act, 2021 having its Headquarters at Mumbai and one of its offices at_____**(procuring office address),** hereinafter referred to as "**NABFID**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s_____, _____having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support _____ (name of Software Solution/ Service) (hereinafter referred to as **"Services")** to NABFID in accordance with the Request for Proposal (RFP) No. NABFID:xx:xx dated dd/mm/yyyy.

WHEREAS, NABFID has agreed to avail the Services from the Service Provider for a period of _____ year(s) subject to the terms and conditions mentioned in the RFP.

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated_____, Service Provider is required to furnish a Bank Guarantee for a sum of Rs._____/- (Rupees _____ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs._____/- (Rupees _____ only) to NABFID, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

WHEREAS the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments/obligations under the RFP/Agreement, NABFID shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. _____/- (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of NABFID having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from NABFID, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and NABFID, pay NABFID forthwith the sums so demanded by NABFID not exceeding Rs._____/- (Rupees _____only).

2. Any notice / communication / demand from NABFID to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority, or arbitration and all such demands shall be honoured by the Guarantor without any delay.

3. We (the Guarantor) confirm that our obligation to NABFID, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between NABFID and the Service Provider.

4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of NABFID.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

i. Any neglect or forbearance on the part of NABFID to Service Provider or any indulgence of any kind shown by NABFID to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge NaBFID from its liabilities under this Guarantee.

ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by NABFID at its discretion.

iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

iv. This Guarantee shall not be affected by any change in the constitution of NABFID or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise

v. This Guarantee shall be a continuing guarantee during its validity period.

vi. This Guarantee shall remain in full force and effect for a period of __ year(s) ____month(s) from the date of the issuance i.e., up to _____. Unless a claim under this Guarantee is made against us on or before ____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

i. Our liability under this Bank Guarantee shall not exceed Rs_____/- (Rs. _____only)

ii. This Bank Guarantee shall be valid up to_____

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if NABFID serve upon us a written claim or demand on or before _____

Yours faithfully,

For and on behalf of NaBFID.

_____

Authorized official

Appendix-I

Penalties

Bidder must ensure the Solution/support should comply with the RFP/SLA terms and penalties will be imposed on breach of RFP/SLA terms as mentioned below.

S.No.	Penalties
1	Penalty for delay in milestone completion
2	Penalty for default in delivery
3	Penalty for the shortfall in Performance Compliance Level
4	Penalty for non-performance of SLA
5	Penalty for delay in fixing viruses and threats to the system
6	Penalty for non-closure of ISD/SOC/IEHRT /IS Audit / CERTIN/ CERTINRBI Advisory/Alerts Vulnerability report shared in Treasury system and any other Audit Observations and non-availability of signature/remediation for new malware
7	Penalty for non-performance at helpdesk

1. Penalty for delay in milestone completion

Without prejudice to any other right to which it may be entitled, if the Supplier does not Achieve a Key Milestone on or before the applicable Milestone Date (after allowing for any extension of time to which the service provider may be entitled) NaBFID shall be entitled to withhold a proportion of the Milestone Charge for that Milestone (a "Payment Cut") and such Payment Cuts shall be calculated in accordance with the following table:

Milestone	Project Milestone	Penalty Calculation
The successful bidder must submit the project implementation plan, architecture diagram (HLD & LLD)	01 week of Awarding of the contract	1% of one-time implementation cost Per Day for delay or part thereof.
Installation and configuration of the solution for UAT setup.	06 weeks of approval of implementation plan and architecture diagram	1% of one-time implementation cost Per Day for delay or part thereof.

Milestone	Project Milestone	Penalty Calculation
UAT clearance and Security Review of the solution and closure of observations of security review and readiness for production setup. Helpdesk setup and manpower deployment	02 weeks after UAT instance is available	1% of one-time implementation cost Per Day for delay or part thereof.
Go-live for critical modules	09 weeks of Awarding of the contract	1% of one-time implementation cost Per Day for delay or part thereof.
Go-live for all modules	12 weeks of Awarding of the contract	1% of one-time implementation cost Per Day for delay or part thereof.
Periodical training	The Service Provider should provide training 2 times to at least 5 NaBFID officials each year.	1% of the training cost Per Day for delay or part thereof after a breach of SLA Measure.
Reports	*Delay of more than 01 Days from the requirement raised by NaBFID*	1% of monthly invoice raised Per Day for delay or part thereof after a breach of SLA Measure.

For each Payment Cut which accrues against a Key Milestone, where the supplier nevertheless achieves the Go-Live Milestone on the applicable Milestone Date, in addition to the other Milestone Charges which the Service Provider is entitled to invoice NaBFID for in the month in which such Milestone is Achieved, the Service Provider shall additionally be entitled to invoice NaBFID, after formal approval from NaBFID, for a sum equal to:

- Each Payment Cut which accrued in respect of that Separation Phase Milestone; less
- Any reasonable additional third-party costs which have accrued for third parties which are Managed Suppliers, and which have accrued because of steps which

NaBFID has reasonably and necessarily incurred directly because of the delay in Achieving the Milestone, and which have been notified to the Service Provider but for the avoidance of doubt excluding any such costs which NaBFID has recovered elsewhere under this Agreement. NaBFID shall use its reasonable endeavors to mitigate such costs and shall not be entitled to recover twice in respect of the same loss.

Working Example:

- Milestone A is Achieved 90 days late because of Supplier performance. The Payment Cut applied for Milestone A's Milestone Payment (say Rs. 1000) shall be 40%, so the Service Provider is able to invoice for a net payment of Rs. 600 in the month in which Milestone A is Achieved.
- In connection with the delay in Milestone A, NaBFID incurs third-party costs from its Managed Suppliers of Rs. 100.
- Thereafter, the Supplier's performance improves such that Milestone B is Achieved on its Milestone Date.
- The Supplier is entitled to invoice for Milestone B in full but, since it is not the Go Live Milestone, no re-earn occurs. Milestone C (which is the Go Live Milestone) is ultimately Achieved on its Milestone Date.
- As well as being entitled to invoice for the Milestone Charges for Milestone D (say Rs.1000)) the Supplier is additionally entitled to invoice for the Payment Cut which was applied for Milestone A (Rs. 400) less the third-party expenses incurred by NaBFID (Rs. 100).

2. **Penalties for Default in Delivery**

In case the delay exceeds 4 weeks, NaBFID reserves the right to cancel the order. In such an event the service provider will not be entitled to or recover from NaBFID any amount by ways of damages, loss, or otherwise

If orders are canceled due to non-delivery, the service provider will be debarred by NaBFID for participating in any future tenders floated by NaBFID as per clause 42.

3. Penalties for the shortfall in Performance Compliance Level

- If the successful bidder fails to maintain guaranteed uptime of 99.95% per month during the contract period NaBFID shall impose a penalty.
- The amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:
    - Penalty for the shortfall in Performance Compliance Level: The amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Shortfall in performance	Payment Cut
<=1%	1% of invoice raised
>1% and <=3%	3% of invoice raised
>3% and <=5%	5% of invoice raised
>5% and <=6%	6% of invoice raised
>6% and <=8%	8% of invoice raised
>8%	10% of invoice raised

- The above penalty shall be applied for each service separately.
- The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or the Service Provider will be advised to pay the same.
- However, no penalty will be imposed for the reasons solely attributable to NaBFID, in such cases, the successful bidder must submit the proof.

4. Penalty for non-performance of SLA

Severity	***Description***	***Response Time***	***Resolution Time***	***Penalty***
Critical	Operations Stopped. i.e. (Treasury system non-functional OR NaBFID's business-critical application servers like Accounting and other related application completely stop due to Treasury system or new signature/pattern deployed or non-functioning of Treasury system due to its engine updates).	15 minutes	01 Hour	5% of invoice raised per Hrs or part thereof after resolution time limit crossed
High	Operations Restricted/Impacted partially. i.e. (Treasury system partially non-functional OR NaBFID's business-critical application servers like Accounting and other related application partially stop/ i.e., some services are impacting due to treasury system or new signature/pattern deployed or non-functioning of treasury system due to its engine updates).	01 Hours	04 Hours	2% of invoice raised per Hrs or part thereof after resolution time limit crossed
Medium	Operations completely Stopped for Non-	03 Hours	08 Hours	1% of invoice raised per Hrs

	Financial applications. i.e. (NaBFID's non-critical application servers completely stop i.e., services are stopped due to Treasury system or new signature/pattern deployed or non-functioning of Treasury system due to its engine updates).			or part thereof after resolution time limit crossed
Low/Minor	Operations partially Stopped for Non-Financial application. i.e. (NaBFID's non-critical application servers partially stop i.e., some services are impacted due to Treasury system or new signature/pattern deployed or non-functioning of Treasury system due to its engine updates).	08 Hours	24 Hours	0.5% of invoice raised per Hrs or part thereof after resolution time limit crossed

5. Penalty for delay in remediation of Fixing Zero-Day Viruses/Un-identified Threats/others

Hours	Penalty
Up to 4 Hrs.	No penalty
Between 4 Hours to 8 Hrs.	0.1% of invoice raised per hour of delay per case
Between 8 hrs. to 12 hrs.	0.5% of invoice raised per hour of delay per case
Between 12 hrs. to 24 hrs.	1% of invoice raised per hour of delay per case
Between 24 hrs. to 48 hrs.	2% of invoice raised per hour of delay per case
Above 48 hrs.	5% of invoice raised per hour of delay per case

6. Penalty for non-closure of ISD/SOC/IEHRT /IS Audit / CERTIN/ CERTINRBI Advisory/Alerts Vulnerability report shared in Treasury system and any other Audit Observations and non-availability of signature/remediation for new malware

Description	Months	Penalty
Vulnerability Closure	The report is shared by NaBFID. All VA pertaining to the treasury system must be closed within 01 month from the date of the report shared.	No penalty

	After 01 months from the date of the report shared by NaBFID.	5% of invoice value per month
Audit Observations Closure	Up to 01 Months	No penalty
	01 Months to 03 Months	0.5% of invoice value per open observation.
	03 Months to 06 Months	1% of invoice value per open observation
	06 Months to 09 Months	2% of invoice value per open observation
	After 09 Months	Rs. 2 Lac + 2% of invoice value per open observations
Non-availability of signature for remediation of the malware and IT-Threats	Under any circumstances equal to or more than 03 instances per month of the signature/remediation not being made available to NaBFID.	5% of the monthly invoice value.
	Second-time repetition of the similar instances of signature/remediation not being made available to NaBFID.	NaBFID may invoke the limitation of liability mentioned in para no 34 of this RFP
	Global Signature has not been made available to NaBFID for more than 06 Hrs. from their release by other third-party vendors	5% of the monthly invoice value.
	Second-time repetition instance of the Signature not being made available to NaBFID more than 06 Hrs. from their release by other third-party vendors	NaBFID may invoke the limitation of liability mentioned in para no 34 of this RFP

7. Penalty for non-performance at help-desk

Service Area	Service requirement	Calculate penalty on	Penalty
Time is taken for resolution of calls	More than or equal to 99.9 % of service level	Less than 99.9 % of service level	10% Penalty will be deducted on support Services Payment after a breach of SLA

Appendix-J

Service Level Agreement

AGREEMENT FOR DEPLOYMENT OF INTEGRATED TREASURY AND ASSET LIABILITY MANAGEMENT SOLUTION

BETWEEN

NATIONAL BANK FOR FINANCING INFRASTRUCTURE AND DEVELOPMENT
AND

_____

Date of Commencement : _____

Date of Expiry : _____

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This agreement ("Agreement") is made at_____ (Place) on this _____day of _____ 2022.

BETWEEN

National Bank for Financing Infrastructure and Development, constituted under the National Bank for Financing Infrastructure and Development Act, 2021 having its Corporate Centre at _____, hereinafter referred to as "**NaBFID**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

_____, having its registered office at _____ hereinafter referred to as "**Service Provider/ Vendor**", which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

(i) "NaBFID" is carrying on business in banking in India and overseas and desirous to avail services for _____.

(ii) _____;

(iii) _____; and

(iv) Service Provider is in the business of providing _____ and has agreed to provide the services as may be required by NaBFID mentioned in the Request of Proposal (RFP) No. _____ dated _____issued by NaBFID along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

1. DEFINITIONS & INTERPRETATION

1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

1.1.1 'NaBFID' shall mean the National Bank for Financing Infrastructure and Development incorporated under the National Bank for Financing Infrastructure and Development Act, 2021.

1.1.2 "Confidential Information" shall have the meaning set forth in Clause 14.

1.1.3 "Deficiencies" shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.

1.1.4 "Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the Integrated Treasury and Asset Liability Management System, such that any reader of the Documentation can access, use, and maintain all the functionalities of the ……. (Service)[1], without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause

Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

1.1.5 "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights &moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

1.1.6 "Total Project Cost" means the price payable to Service Provider over the entire period of Agreement (i.e., Rs. _____<*in words*>) for the full and proper performance of its contractual obligations.

1.1.7 "Request for Proposal (RFP)" shall mean RFP NO. _____ dated _____ along with its clarifications/ corrigenda issued by NaBFID time to time.

1.1.8 "Root Cause Analysis Report" shall mean a report addressing a problem or non-conformance, to get to the 'root cause' of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

1.1.9 'Services' shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.

1.2 **Interpretations:**

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print, and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented, or replaced from time to time provided they are amended, supplemented, or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule, or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule, or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure, or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 **Commencement, Term & Change in Terms**

1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____ (Effective Date).

1.3.2 This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by NaBFID by notice in writing in accordance with the termination clauses of this Agreement.

1.3.3 NaBFID shall have the right at its discretion to renew this Agreement in writing, for a further term of _____ years on the mutually agreed terms & conditions.

2. SCOPE OF WORK

2.1 The scope and nature of the work which Service Provider must provide to NaBFID (Services) is described in **Annexure-A.**

2.2 NaBFID may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) to facilitate the performance of IT Services. Such remote access to NaBFID's information technology system shall be subject to the following:

2.1.1 Service Provider shall ensure that the remote access to NaBFID's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.

2.1.2 Service Provider shall ensure that only its authorized employees/representatives access the Device.

2.1.3 Service Provider shall be required to get the Device hardened/configured as per NaBFID's prevailing standards and policy.

2.1.4 Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on NaBFID's prescribed format before such remote access is provided by NaBFID.

2.1.5 Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of NaBFID's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which NaBFID representative may inspect. Service Provider

shall facilitate and/ or handover the Device to NaBFID or its authorized representative for investigation and/or forensic audit.

2.1.6 Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to NaBFID's network is performed, effectively against unauthorized access, malware, malicious code, and other threats to ensure NaBFID's information technology system is not compromised while using remote access facility.

3. FEES /COMPENSATION

3.1 Professional fees

3.1.1 Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by NaBFID. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by NaBFID as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.1.2 _____

3.1.3 _____

3.2 All duties and taxes (excluding _____ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and NaBFID shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. _____ any other tax imposed by the Government in lieu of same shall be borne by NaBFID on actual upon production of original receipt wherever required.

3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

3.4 **Payments**

3.4.1 NaBFID will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.

3.4.2 NaBFID may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to NaBFID against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, NaBFID shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidence, if any, within 21 (twenty-one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by NaBFID through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, NaBFID shall have right to withhold the payment or set-off penal amount from current invoices.

3.5 **Bank Guarantee and Penalties**

3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of 3% of the Total Project Cost valid for a period of 5 year(s) 3 month(s) from a Scheduled Commercial Bank in a format provided/ approved by NaBFID.

3.5.2 The Bank Guarantee is required to protect the interest of NaBFID against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

3.5.3 If at any time during performance of the contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify NaBFID in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, NaBFID shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule[2] specified in this Agreement.

3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-E** in respect of any delay beyond the permitted period in providing the Services.

3.5.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to NaBFID. On reaching the maximum of penalties specified NaBFID reserves the right to terminate the contract.

4. LIABILITIES/OBLIGATION

4.1 **NaBFID's Duties /Responsibility (if any)**

(i) Processing and authorizing invoices

(ii) _____

4.2 **Service Provider Duties**

(i) Service Delivery responsibilities

(a) To adhere to the service levels documented in this Agreement.

(b) Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives

issued by NaBFID, including those set forth in NaBFID's then-current standards, policies, and procedures (to the extent applicable), all on-site rules of behavior, work schedules, security procedures and other standards, policies and procedures as established by NaBFID from time to time.

(c) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws for the time being in force including but not limited to Information Technology Act, 2000 and rules thereof concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.

(d) Service Provider will ensure that any change in its constitution, ownership or any material incident having a bearing on its performance obligation towards NaBFID will be immediately brought to the notice of NaBFID along with an action plan to cure deficiencies, if any, arising therefrom.

(ii) Security Responsibility

(a) Service Provider shall maintain the confidentiality of NaBFID's resources and other intellectual property rights.

(b) Service Provider shall implement and maintain reasonable security practices and procedures as defined under Section 43A of Information Technology Act, 2000 and rules thereof.

(c) Without NaBFID's prior written permission, Service Provider shall not store or share NaBFID's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.

(d) Service Provider shall ensure that its environment is suitably protected from external threats by way of firewall.

(e) Service Provider shall follow the best practices of creation of separate network zones (VLAN Segments) for Web, App, DB and different zones for critical applications, non-critical applications, UAT etc.

(f) Service Provider shall act immediately to identify and mitigate an information security incident and to carry out any recovery or remedies. Service Provider shall first obtain NaBFID's approval of the content of any filing, communications, notices, press release or reports related to any security breach prior to any publication or communication thereof to any third party. Service Provide shall maintain a well understood reporting procedure for security incidents and a copy of such procedure shall be made available to NaBFID.

5. REPRESENTATIONS & WARRANTIES

5.1 Each of the Parties represents and warrants in relation to itself to the other that:

5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.

5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

5.2 Additional Representation and Warranties by Service Provider

5.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

5.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to NaBFID.

5.2.3 Service Provider shall duly intimate to NaBFID immediately, the changes, if any in the constitution of Service Provider.

5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Services provided by Service Provider to NaBFID do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

5.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to NaBFID as and when requested.

5.2.6 Service Provider warrants that the software deployed/ upgraded for providing Services as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of

the versions of the applications/software being deployed as well as any subsequent versions/modifications done). Software deployed/ upgraded for providing Services as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.

5.2.7 Service Provider represents and warrants that its personnel shall be present at NaBFID premises or any other place as NaBFID may direct, only for the Services and follow all the instructions provided by NaBFID; act diligently, professionally and shall maintain the decorum and environment of NaBFID; comply with all occupational, health or safety policies of NaBFID.

5.2.8 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and NaBFID shall have no liability in this regard.

5.2.9 Service Provider agrees that NaBFID either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Service Provider, wherein NaBFID has integrations.

5.2.10 Service Provider agrees that it shall communicate to NaBFID well in advance along with detail plan of action, if any changes in Service Provider's environment/infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.

5.2.11 Service Provider at its own expenses, agrees to provide audit report of the process and infrastructure from CERT-In empaneled ISSP, periodically, at least once in a year or as requested by NaBFID.

5.2.12 Service Provider shall ensure confidentiality, integrity and availability of NaBFID's information at all times and shall comply with regard to the followings:

a) Acceptable Usage Policy: Information assets of Service Provider should be provided to its authorized users only for the intended purpose and users shall adhere to safe and acceptable usage practices.

b) Email Usage: The employees of Service Provider shall use authorized media only for email communication.

c) Password Management: Service Provider shall have a password management system in place, which ensures secure passwords.

d) Physical and Environmental Security: Service Provider shall provide sufficient guidance for its employees with respect to physical and environmental security.

e) Logical Access Control and User Access Management: The access to information and information systems shall be according to the principles of "least privilege" and "need to know" basis to authorized users of Service Provider.

f) Infrastructure Security: Service Provider shall ensure correct and secure operations of information processing facilities.

g) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment are requested, tested and approved prior to installation or implementation.

h) Information Security Incident Management: Service provider shall ensure effective management of information security incidents, including the preservation of digital evidence.

i) Communications Strategy: Service provider shall ensure prevention of unauthorized access to communications traffic, or to any written information that is transmitted or transferred.

j) Service Provider Relationship: Service provider shall ensure that information security risks related to outsourcing of Services to any

other party, if permitted by NaBFID, shall be assessed and managed regularly, to the satisfaction of NaBFID.

k) Digital Risk: Service Provider shall ensure that electronic data is gathered and preserved in a systematic, standardized and legal manner to ensure the admissibility of the evidence for the purpose of any legal proceedings or investigations, whenever demanded by NaBFID.

l) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment (including, database, operating system, application, networking etc.) are requested, tested and approved prior to installation or implementation.

m) Port Management: Service Provider shall ensure that the controls are implemented for secure port management so as to protect the network from unauthorized access.

n) Patch Management: Service Provider shall ensure that the security patches to information assets and systems are correctly and completely updated in a timely manner for known vulnerabilities.

o) Backup Management: Service Provider shall ensure that regular backup is taken so that when necessary, information may be restored from backup media to return the application, database, operating system etc. to production status.

p) Access Management: Service Provider shall limit access to information and information processing facilities for authorized users only.

q) Log Management: Logging shall be enabled on all systems of Service Provider to ensure audit trail is maintained every time.

r) Service Provider shall have an anti-virus solution with regular updates to protect their system against malicious attacks in the form of virus, malware, trojans etc.

6. GENERAL INDEMNITY

6.1 Service Provider agrees and hereby keeps NaBFID indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which NaBFID may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by NaBFID.

6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of Service Provider systems including deliverables within reasonable time. NaBFID shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

7. CONTINGENCY PLANS

7.1 Service Provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to NaBFID. Service Provider at NaBFID's discretion shall co-operate with NaBFID in case on any contingency.

7.2 Service Provider shall have defined business continuity management and disaster recovery procedures in place for effective handling of critical business processes in situation of any incident disrupting the Services under this Agreement. Service Provider shall carry out periodic drill activity to ensure the effectiveness of business continuity management and disaster

recovery procedures and reports of such activities shall be shared with NaBFID.

8. TRANSITION REQUIREMENT

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, NaBFID at its sole discretion may make alternate arrangement for getting the Services contracted with another service provider. In such case, NaBFID shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by NaBFID, at no extra cost to NaBFID, for ensuring smooth switch over and continuity of Services, provided where transition services are required by NaBFID or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs._____ on demand to NaBFID, which may be settled from the payment of invoices or Bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure F.

LIQUIDATED DAMAGES

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, NaBFID may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to ___% of total Project cost for delay of each week or part thereof maximum up to ___% of total Project cost. Once the maximum deduction is reached, NaBFID may consider termination of the Agreement.

9. RELATIONSHIP BETWEEN THE PARTIES

9.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of NaBFID except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

9.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of NaBFID.

9.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against NaBFID.

9.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

9.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

9.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by NaBFID (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

10. SUB CONTRACTING

As per the scope of this Agreement sub-contracting is not permitted.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 For any technology / software / product used by Service Provider for performing Services for NaBFID as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. NaBFID shall not be liable for any license or IPR violation on the

part of Service Provider. The Service Provider will clearly indicate to NaBFID wherever such outsourced services or third party product are used along with evidence for its right to use /license the same without any IPR violation.

11.2 Without NaBFID's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit NaBFID's rights under this Agreement.

11.3 Subject to clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified NaBFID against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

11.4 NaBFID will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of NaBFID, unless such settlement releases NaBFID fully from such claim, (ii) Service Provider shall promptly provide NaBFID with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with NaBFID with respect to the defense and settlement of any such claim, and (iv) in any litigation to which NaBFID is also a party, NaBFID shall be entitled to be separately represented at its own expenses by counsel of its own selection.

11.5 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 NaBFID'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 Service Provider did not inform NaBFID of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by NaBFID.

11.6 Service Provider shall grant NaBFID a irrevocable, non-exclusive, subscription-based throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually.

12. INSPECTION AND AUDIT

12.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by NaBFID/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by NaBFID/ such auditors in the areas of products (IT hardware/ software) and Services etc. provided to NaBFID and Service Provider shall submit such certification by such Auditors to NaBFID. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by NaBFID) shall facilitate the same. NaBFID can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. 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 NaBFID. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, NaBFID shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

12.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by NaBFID or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and /or within timelines stipulated by NaBFID

and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to NaBFID regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed. The remediation of deficiencies will have to be done to the satisfaction of Auditors and/or NaBFID and decision of NaBFID in this regard will be final.

12.3 Service Provider further agrees that whenever required by NaBFID, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of NaBFID/ Reserve Bank of India and/or any regulatory authority(ies). NaBFID reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

13. CONFIDENTIALITY

13.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and

other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to NaBFID and its customers is deemed confidential whether marked confidential or not.

13.2 All information relating to the accounts of NaBFID's customers shall be confidential information, whether labeled as such or otherwise.

13.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.

13.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of NaBFIDs and NaBFIDs per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

13.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

13.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in

connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

13.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

(i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.

(ii) Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.

(iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.

(iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

(v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

13.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

13.9 Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.

13.10 Service Provider shall not, without NaBFID's prior written consent, make use of any document or information received from NaBFID except for purposes of performing the Services and obligations under this Agreement.

13.11 Any document received from NaBFID shall remain the property of NaBFID and shall be returned (in all copies) to NaBFID on completion of Service Provider's performance under the Agreement.

13.12 NaBFID reserves its right to recall all NaBFID's materials including Confidential Information, if stored in Service Provider system or environment, at any time during the term of this Agreement or immediately upon expiry or termination of Agreement. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of NaBFID.

13.13 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

14. OWNERSHIP

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15. TERMINATION

15.1 NaBFID may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

(a) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by NaBFID;

(b) If Service Provider fails to perform any other obligation(s) under the Agreement;

(c) Violations of any terms and conditions stipulated in the RFP;

(d) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 16.1 (i) to 16.1 (iii), NaBFID shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, NaBFID shall have right to initiate action in accordance with above clause.

15.2 NaBFID, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by NaBFID before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for NaBFID's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

15.3 In the event NaBFID terminates the Agreement in whole or in part for the breaches attributable to Service Provider, NaBFID may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to NaBFID for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

15.4 NaBFID shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

(i) If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favor of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

(ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for

winding up or dissolution of Service Provider.

(iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of NaBFID tantamount to fraud or prejudicial to the interest of NaBFID or its employees.

(iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

15.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to NaBFID all records, documents, data and information including Confidential Information pertains to or relating to NaBFID in its possession.

15.6 In the event of termination of the Agreement for material breach, NaBFID shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

15.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

16. DISPUTE REDRESSAL MECHANISM & GOVERNING LAW

16.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

16.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (NaBFID or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

16.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

16.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by NaBFID or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

16.5 Arbitration proceeding shall be held at **Mumbai**, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

16.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Mumbai** only.

16.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

17. POWERS TO VARY OR OMIT WORK

17.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by NaBFID. NaBFID shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify NaBFID, thereof, in writing with reasons for holding such opinion and NaBFID shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If NaBFID confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from NaBFID as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

17.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

18. WAIVER OF RIGHTS

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

19. LIMITATION OF LIABILITY

19.1 The maximum aggregate liability of Service Provider, subject to clause 20.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

19.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

19.3 The limitations set forth in Clause 20.1 shall not apply with respect to:

(i) claims that are the subject of indemnification pursuant to Clause 12[3] (infringement of third party Intellectual Property Right);

(ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;

(iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;

(iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to NaBFID, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 20.3(ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross

[3] Please see Clause 12 'IPR Indemnification'

indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

20. FORCE MAJEURE

20.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

20.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

20.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party.Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

21. NOTICES

21.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

21.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

21.3 The addresses for Communications to the Parties are as under.

(a) In the case of NaBFID

_____

_____

_____

_____

(b) In case of Service Provider

_____

_____

_____

21.4 In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

22. GENERAL TERMS & CONDITIONS

22.1 PUBLICITY: Service Provider may make a reference of the services rendered to NaBFID covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from NaBFID.

22.2 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

22.3 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect NaBFID's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

22.4 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

22.5 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

22.6 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

(i) This Agreement;

(ii) Annexure of Agreement;

(iii) Purchase Order No._____ dated _____; and

(iv) RFP

22.7 PRIVITY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

22.8 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

22.9 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

National Bank for Financing Infrastructure and Development **_____Service Provider**

By:
Name:
Designation:
Date:

By:
Name:
Designation:
Date:

WITNESS:

1.

1.

1.

2.

ANNEXURE-A

SCOPE OF WORK

As mentioned in Appendix-E of this RFP

ANNEXURE-B

INFRASTRUCTURE MANAGEMENT METRICS

(a) Recovery Time objective (RTO) and Recovery Point Objective (RPO)

SL no.	Service level category	Service level object
1.	RTO during disaster for shifting to DC	4 hours
2.	RPO during disaster for shifting to DC	99.999% of PR site data recovery

ANNEXURE-C

SERVICE DESK SUPPORT METRIC

As mentioned in Appendix-I of this RFP

SERVICE REVIEW MEETING

Service Review meeting shall be held annually/half yearly. The following comprise of the Service Review Board:

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board: - Senior Management / Head, IT Department, NaBFID - Members Project Owner Department, Service Integrator project team and OEM team

ANNEXURE-D

ESCALATION MATRIX

Service Integrator shall provide the escalation matrix for their organization as well as OEMs. SI is also responsible for review the escalation matric on half yearly basis and update the matrix as and when required. The format for escalation matrix is as under.

Service level Category	Response /Resolution Time	Escalation thresholds			
		Escalation Level 1		Escalation.....	
		Escalation to	Escalation Mode	Escalation to	Escalation Mode
Production Support		*<Name, designation contact no.>*			
Service Milestones		*<Name, designation contact no.>*			
Infrastructure Management		*<Name, designation contact no.>*			
Application Development & Maintenance		*<Name, designation contact no.>*			
Information Security		*<Name, designation contact no.>*			
Service Desk Support		*<Name, designation contact no.>*			

ANNEXURE-E

As mentioned in Appendix-I of this RFP.

ANNEXURE-F

Transition & Knowledge Transfer Plan

1. Introduction

1.1 This Annexure describes the duties and responsibilities of Service Provider and NaBFID to ensure proper transition of services and to ensure complete knowledge transfer.

2. Objectives

2.1 The objectives of this annexure are to:

(1) ensure a smooth transition of Services from Service Provider to a New/Replacement SERVICE PROVIDER or back to NaBFID at the termination or expiry of this Agreement;

(2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and

(3) ensure that all relevant Assets are transferred.

3. General

3.1 Where NaBFID intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with NaBFID or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.

3.2 Service Provider shall co-operate fully with NaBFID and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:

3.2.1 during any procurement process initiated by NaBFID and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by NaBFID to provide information relating

to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for NaBFID and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:

3.2.1.1 Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party;

3.2.1.2 Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of NaBFID to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

3.3 In assisting NaBFID and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:

(1) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges. NaBFID may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where NaBFID agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to NaBFID, NaBFID shall not be entitled to claim any penalty or liquidated damages for the same.

(2) where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as

part of the proper provision of the Services NaBFID shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with NaBFID.

3.4 If so required by NaBFID, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event NaBFID shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:

(1) Services for which rates already specified in the Agreement shall be provided on such rates;

(2) materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.

3.5 Service Provider shall provide to NaBFID an analysis of the Services to the extent reasonably necessary to enable NaBFID to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to NaBFID as part of the performance monitoring regime.

3.6 Service Provider shall provide such information as NaBFID reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.

3.7 Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist NaBFID or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event NaBFID shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

3.8 Service Provider shall co-operate with NaBFID during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for NaBFID, including the configurations set up for NaBFID and any and all information to be provided by Service Provider to NaBFID under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

4. Replacement SERVICE PROVIDER

4.1 In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, NaBFID will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with Service Provider during the handover of the Services.

5. Subcontractors

5.1 Service Provider agrees to provide NaBFID with details of the Subcontracts (if permitted by NaBFID) used in the provision of the Services. Service Provider will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

6. Transfer of Configuration Management Database

6.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to NaBFID a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

7. Transfer of Assets

7.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to NaBFID the Asset Register comprising:

(1) a list of all Assets eligible for transfer to NaBFID; and

(2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

7.2 Within 1 (one) month of receiving the Asset Register as described above, NaBFID shall notify Service Provider of the Assets it requires to be transferred, (the "Required Assets"), and NaBFID and Service Provider shall provide for the approval of NaBFID a draft plan for the Asset transfer.

7.3 In the event that the Required Assets are not located on NaBFID premises:

(1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by NaBFID or its authorised representative by the date agreed for this;

(2) any charges levied by Service Provider for the Required Assets not owned by NaBFID shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and

(3) for the avoidance of doubt, NaBFID will not be responsible for the Assets.

7.4 Service Provider warrants that the Required Assets and any components thereof transferred to NaBFID or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

8. Transfer of Documentation

8.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to NaBFID a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure A.

9. Transfer of Service Management Process

9.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to NaBFID:

(a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;

(b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:

(1) Incidents;

(2) Problems;

(3) Service Requests;

(4) Changes;

(5) Service Level reporting data;

(c) a list and topology of all tools and products associated with the provision of the Software and the Services;

(d) full content of software builds and server configuration details for software deployment and management; and

(e) monitoring software tools and configuration.

10. Transfer of Knowledge Base

10.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to NaBFID a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

11. Transfer of Data

11.1 In the event of expiry or termination of this Agreement Service Provider shall cease to use NaBFID's Data and, at the request of NaBFID, shall destroy all such copies of NaBFID's Data then in its possession to the extent specified by NaBFID.

11.2 Except where, pursuant to paragraph 11.1 above, NaBFID has instructed Service Provider to destroy such NaBFID's Data as is held and controlled by Service Provider, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, Service Provider shall deliver to NaBFID:

(1) An inventory of NaBFID's Data held and controlled by Service Provider, plus any other data required to support the Services; and/or

(2) a draft plan for the transfer of NaBFID's Data held and controlled by Service Provider and any other available data to be transferred.

12. Training Services on Transfer

12.1 Service Provider shall comply with NaBFID's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable NaBFID or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.

12.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.

12.3 Subject to paragraph 12.2 above, Service Provider shall produce for NaBFID's consideration and approval 6 (six) months prior to expiry or within 10 (ten) working days of issue of notice of termination:

(1) A training strategy, which details the required courses and their objectives;

(2) Training materials (including assessment criteria); and

(3) a training plan of the required training events.

12.4 Subject to paragraph 12.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with NaBFID.

13. Transfer Support Activities

13.1 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist NaBFID or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or NaBFID, as the case may be.

13.2 The exit transition plan shall be in a format to be agreed with NaBFID and shall include, but not be limited to:

(1) a timetable of events;

(2) resources;

(3) assumptions;

(4) activities;

(5) responsibilities; and

(6) risks.

13.3 Service Provider shall supply to NaBFID or a Replacement SERVICE PROVIDER specific materials including but not limited to:

(a) Change Request log;

(b) entire back-up history; and

(c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.

13.4 Service Provider shall supply to NaBFID or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.

13.5 On the date of expiry Service Provider shall provide to NaBFID refreshed versions of the materials required under paragraph 13.3 above which shall reflect the position as at the date of expiry.

13.6 Service Provider shall provide to NaBFID or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.

13.7 Service Provider shall provide for the approval of NaBFID a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

14. Use of National Bank for Financing Infrastructure and Development Premises

14.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of NaBFID a draft plan specifying the necessary

steps to be taken by both Service Provider and NaBFID to ensure that NaBFID's Premises are vacated by Service Provider.

14.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of NaBFID's Premises, removal of equipment and furnishings, redeployment of Service Provider Personnel, termination of arrangements with Subcontractors and service contractors and restoration of NaBFID Premises to their original condition (subject to a reasonable allowance for wear and tear).

_____XXXXX_____

Appendix -K

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at _____ between:

NaBFID constituted under the National Bank for Financing Infrastructure and Development Act, 2021 having its headquarters at Mumbai (Full address to be mentioned) through its _____ Department (hereinafter referred to as "NaBFID" which expression includes its successors and assigns) of the ONE PART;

And

_____ having its registered office at _____ (hereinafter referred to as "_____" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for NaBFID and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials:**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider appoints any Sub-Contractor (if allowed)

then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving NaBFID an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

i. the statutory auditors of the either party and

ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

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

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

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

i. Suspension of access privileges

ii. Change of personnel assigned to the job

iii. Termination of contract

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

4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

(b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.

(c) 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.

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

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any

act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

(g) 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.

(h) 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.

(i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **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 party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ (Month) *20*__ at _____(place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Appendix-L

Pre-Bid Query Format
(To be provide strictly in Excel format)

Vendor Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Appendix-M

Format for Submission of Client References

To whosoever it may concern

Particulars	**Details**
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
Email address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
Size of Project	
Value of Work Order (In Lakh) (only single work order)	

Name & Signature of authorised signatory

Seal of Company

Appendix-N

PRE CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of 2022 , between, on the one hand, the NaBFID a body corporate incorporated under the NaBFID Act, 2021 having its Head Quarters at Mumbai through its ___ _____ Department ,
(hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s_____ represented by Shri_____, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of NaBFID performing its functions on behalf of NaBFID.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

- Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice

in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any farm, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other B1DDERs.

1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. **Commitments of BIDDERs**

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2. 2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any

advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with NaBFID for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with NaBFID.

2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERs shall disclose their foreign principals or associates, if any.

2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.

2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to° others, any -information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The BIDDER shall not instigate or cause to instigate any third person to commit

any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. **Previous Transgression**

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4**. Earnest Money (Security Deposit)**

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of NaBFID from any Bank including NABFID . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than NABFID and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of

Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. **Sanctions for Violations**

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of NaBFID, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of

this Pact.

(x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. **Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. **Independent Monitors**

7.1 The Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors) is as under:

Shri Umakant Lal 403, Bhabha Towers, Grahpravesh Buildtech, Sector 77, Noida UP 201304	Shri Jayant Dasgupta Flat Number L-52, Nivedita Kunj Sector 10, RK Puram New Delhi 110022

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on_____

For BUYER	For BIDDER
Name of the Officer.	Chief Executive Officer/
Designation	Authorised Signatory
Office / Department / Branch	Designation
NaBFID.	
Witness	Witness
1	
	1.
2	
	2.

Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.

Appendix - O

FORMAT FOR EMD BANK GUARANTEE

To:

Dear Sir,

1. EMD BANK GUARANTEE FOR

   PROCUREMENT OF CLOUD-BASED INTEGRATED TREASURY AND ASSET-LIABILITY MANAGEMENT SOLUTION TO THE NATIONAL BANK FOR FINANCING INFRASTRUCTURE AND DEVELOPMENT TO MEET SUCH REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP NO._____

   WHEREAS The National Bank for Financing Infrastructure and Development (NaBFID), having its Corporate Office at Mumbai has invited Request for Proposal to provide …… (Name of Services) as are set out in the Request for Proposal No.:xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. _____(Rupee Only) as Earnest Money Deposit.

3. M/s. ,(hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. /-(Rupees only)

4. Now this guarantee witnesseth that
   We _____do hereby agree with and undertake to the National Bank for Financing Infrastructure and Development, assigns that in the event of the NaBFID coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the NaBFID, pay without demur to NaBFID, a sum of Rs. _____/- (Rupees _____Only) that may be

   demanded by NaBFID. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability

against such sum shall not exceed the sum of Rs._____/- (Rupees_____Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. /- (Rupees Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the NaBFID on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the NaBFID shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by NaBFID within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to NaBFID under this guarantee shall be independent of the agreement or agreements or other understandings between NaBFID and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of NaBFID.

6. We hereby further agree that –

a) Any forbearance or commission on the part of NaBFID in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by NaBFID to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. /- (Rupees

b) Our liability under these presents shall not exceed the sum of Rs. /- (Rupees Only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to 180 days provided that if so desired by the NaBFID, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as

to which a certificate in writing by NaBFID alone is the conclusive proof, whichever date is later.

Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the NaBFID against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

a. Our liability under this Bank Guarantee shall not exceed Rs… /- (Rupees..... only)

b. This Bank Guarantee shall be valid up to …….

c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……

Yours faithfully,

For and on behalf of

_____

Authorized official.

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)