Request for Proposal

DEVELOPMENT, EXECUTION AND SUPPORT SERVICE OF CO-LENDING SOLUTION

NABSAMRUDDHI Finance Limited
(A SUDSIDIARY OF NABARD)

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

Email:nabsamruddhi@nabard.org

Phone: 022-26539118

Contents

DISCLAIMER

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

ADDITIONAL DISCLAIMER

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

Information provided in this RFP is on a wide range of matters some of which depends on the interpretation of law and to the best of knowledge of NSFL and in good faith. This RFP includes statements which reflect various assumptions and assessments arrived at by NSFL in relation to the project. However, the information including statutory requirements may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFP may undergo changes in future. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and wherever necessary obtain independent advice. NSFL makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP.

2. The information contained in this RFP is subject to update, expansion, revision, and amendment at the sole discretion of NSFL. In case any major revisions to this RFP are made by NSFL within seven days preceding the last date of submission of the Proposals, NSFL may, at its discretion, provide reasonable additional time to the bidders to respond to this RFP. Neither NSFL nor any of its directors, officers, employees nor any advisors nor consultants undertake to provide any bidder with access to any additional information or to update the information in this RFP for Co-lending Solution.

3. NSFL, its directors, employees and advisors make no representation or warranty and

shall have no liability of any nature to any person including any bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.

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

ABBREVIATIONS

Following terms are used in the document interchangeably to mean:

1. NSFL refers to 'NABSAMRUDDHI Finance Limited' including its Corporate Office, Registered Office and Branch Offices.
2. Recipient, Respondent, bidder, and Applicant means the respondent to the RFP document.
3. RFP means the "Request for Proposal" document.
4. Proposal, Bid, offer means "Response to the RFP Document."
5. Tender means RFP response documents prepared by the bidder and submitted to NSFL.
6. Selected firm and NSFL shall be individually referred to as "party" and collectively as "parties".
7. The term "Bid" & "Quote/ Quotation" bears the same meaning in this RFP.

Other Terms and abbreviations**:**

Sl. No	Acronym	Definition
1	'NSFL or 'Company'	NABSAMRUDDHI Finance Limited.
2	Co-lending Solution	Co-lending Solution
3	RFP	Request for Proposal
4	NABARD	National Bank for Agriculture and Rural Development
5	NBFC	Non-Banking Financial Company
6	CVC	Central Vigilance Commission
7	AES	Advanced Encryption Standard
8	API	Application Programming Interface
9	BCP	Business Continuity Plan
10	BRD	Business Requirement Document
11	BRE	Business Rules Engine
12	CAM	Credit Assessment Module
13	CIBIL	Credit Information Bureau India Limited
14	CLM/	Co-lending Model
15	CRM	Customer Relationship Management

16	DAM	Database Activity Monitoring
17	DD	Demand Draft
18	ECR	Electronic Challan cum Return
19	EMD	Earnest Money Deposit
20	EPFO	Employees' Provident Fund Organization
21	FY	Financial Year
22	GFR	General Financial Rules
23	GOI	Government of India
24	GST	Goods and Services Tax
25	GSTIN	Goods and Services Tax Identification Number
26	IDE	Integrated Development Environment
27	IP	Integrity Pact
28	IPR	Intellectual Property Rights
29	IPS	Intrusion Prevention System
30	ISO	International Organization for Standardization
31	JSON	JavaScript Object Notation
32	LD	Liquidated Damages
33	LLP	Limited Liability Partnership
34	MSE	Micro and Small Enterprises
35	MSME	Micro, Small & Medium Enterprises
36	NACH	National Automated Clearing House
37	NEFT	National Electronic Funds Transfer
38	NPCI	National Payments Corporation of India
39	OEM	Original Equipment Manufacturer
40	OWASP	Open Web Application Security Project
41	PADSS	Payment Application Data Security Standard
42	PAN	Permanent Account Number
43	PBG	Performance Bank Guarantee

44	POS	Point of Sales
45	RBI	Reserve Bank of India
46	RPO	Recovery Point Objective
47	RTO	Recovery Time Objective
48	SDK	Software Development Kit
49	SHA	Secure Hash Algorithms
50	SI	System Integrator/Standing Instruction as per the context
51	SIEM	Security Information and Event Management
52	SLA	Service Level Agreement
53	SRS	System Requirement Specifications
54	STP	Straight Through Processing
55	UAT	User Acceptance Testing
56	UI/UX	User Interface / User Experience
57	UIDAI	Unique Identification Authority of India
58	UPI	Unified Payments Interface
59	VAPT	Vulnerability Assessment & Penetration Testing
60	VKYC	Video Know Your Customer
61	XML	Extensible Mark-up Language
62	TEC	Technical Evaluation Committee.

1   Critical Information

NABSAMRUDDHI Finance Limited (NSFL) referred as the "NSFL" hereafter, invites tender and prospective bidders interested to bid must apply offline mode by submitting their original signed and stamped applications to NSFL's corporate office situated at Head Office NABARD, ground floor, D-Wing, Plot C- 24, G Block, Bandra Kurla Complex, Bandra (E), Mumbai- 400051. The bidder shall submit two separate bids for the service i.e. Technical Bid and Commercial/Financial bid.

1.1   RFP Information

The details are given below:

Reference No and Date	Ref. NSFL/RFP/01/2024-25/2285 Date: 21 January 2025
Tender For	Development, Execution and Support Service of Co-Lending Solution
Cost of RFP (Non-Refundable)	No cost will be charged for the tender document downloaded by the bidders from NSFL official website. In case of hardcopy of the RFP, Rs. 5000/- (Rupees Five Thousand Only) in the form of DD in favor of NSFL payable at Mumbai should be enclosed with application for RFP. In terms of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, the MSEs corporate with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of cost of tender documents. Further, the vendors empaneled with NABARD will also be supplied tender documents free of cost. However, they will have to produce documentary evidence in support of seeking such exemption.
Earnest Money Deposit (Refundable) Bank Draft	EMD Remittance of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to NSFL's Account. EMD should be enclosed with technical bid. The UTR No. for this transaction must be indicated in the Bid Document.

	Beneficiary Name	NABSAMRUDDHI Finance Limited
	NSFL Account Name	NABSAMRUDDHI Finance Limited
	NSFL Account Number	194205000498
	NSFL IFSC Code	ICIC0001942
	Bank Name	ICICI Bank
	Branch Name	RTC X Roads

OR

Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per Format given in Annexure- VIII.

Date of Issue of RFP	21 January 2025
Last date and time for submission of pre-Bid queries	28 January 2025, 5.00 pm
Date of Pre- Bid Meeting	05 February 2025, 3.00 pm
Replies to Pre- Bid Queries	On or Before 11 February 2025, 5.00 PM
Last date & time for submission of Bid	20 February 2025, 3.00 PM
Opening of Technical Bid	20 February 2025, 4.00 PM
Demonstration of Proof of Concept	Shall be intimated later.
Opening of Commercial Bid	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representatives of selected bidder t o be present during opening of Commercial Bid.

Bid Submission Mode	Physical (NABSAMRUDDHI Finance Limited) NABSAMRUDDHI Finance Limited upon specific instruction to do so
No. of bid documents to be submitted	Technical Bid (Including Cost for RFP Document) + EMD (UTR No. & date/BG) + Documents as per Check List (Annexure-XXI) + Commercial Bid
Place of opening of Bids	NABSAMRUDDHI Finance Limited (NSFL), Head Office NABARD, Ground Floor,D-wing, Plot No.C-24, Block- G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051
Address for communication (Company)	Managing Director NABSAMRUDDHI Finance Limited (NSFL), Ground Floor, D-wing, Plot No.C-24, Block-G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051
Bidder Contact Details	Bidder to provide following information: 1. Name of the Company 2. Contact Person 3. Mailing address with Pin Code 4. Telephone number and Fax Number 5. Mobile Number 6. E-mail

Note: -

i. Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. If any bidder requires any clarification on this RFP, they may notify the NSFL in writing or by email at the NSFL's mailing address indicated in the RFP. Bidders should notify NSFL of any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries.

ii. NSFL makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. NSFL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

iv. The original hard copy of the Technical and Commercial bid must be sealed in two separate envelopes. These envelopes should then be placed together in a single sealed envelope and sent via courier at the same time to NSFL corporate office. It should be specifically noted that the contents of technical bid should not reveal the commercial.

v. NSFL reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.

vi. Bids will be opened in the presence of bidders' representatives who choose to attend on the bid opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. However, the date and time for opening of Commercial bid shall be intimated separately by phone/email. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him to represent and attend the bid opening on behalf of the bidder. The format of the authorization letter is given in Annexure-VI.

vii. Non-Bona Fide Bids - Non-enclosure of Earnest Money Deposit (EMD) of Rs. 20,00,000/- (Rupees Twenty Lakh Only) in the name of NSFL or equivalent amount of Bank Guarantee, except in cases where such furnishing is exempted, will result in rejection of bid.

viii. The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this RFP.

ix. All Invoices, Licenses should be made in the name of MD, NSFL, Mumbai with official email Id as nabsamruddhi@nabard.org.

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

i. MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.

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

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

1.2 Instructions for bidders

1. Request for Additional Information

i. Bidders are required to direct all communications for any clarification related to this RFP, to the Designated NSFL officials and must communicate the same in writing.

ii. All queries relating to the RFP, technical or otherwise, must be in writing only i.e. either via physical or electronic mail as per the format attached at Annexure-XVII . NSFL will try to reply, without any obligation in respect thereof, to every reasonable query raised by the bidder in the manner specified.

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

2. Rejection / Acceptance of Bid

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

3. Cancellation of Bid

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

4. Period of Validity of Bids

i. Validity Period

Bids shall remain valid for 180 days from the last date specified for submission of bids in this RFP. NSFL holds the rights to reject a bid valid for a period shorter than 180 days.

ii.   Extension of Period of Validity

In exceptional circumstances, NSFL may solicit the bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional and irrevocable.

5. Who can submit the bid?

i. The Indian firm / company / organization only shall submit the bid who are categorized as System Integrator (SI). The eligibility of the bidder will be decided as per the parameters provided in Annexure-III.

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

iii. The bidder shall be responsible to carry out the entire end-to-end implementation of the solution as per the scope of work specified in this RFP.

iv. Two firms / companies / organizations shall not partner with each other to bid jointly for this project.

2 Introduction

2.1. Purpose of RFP

NABSAMRUDDHI Finance Limited, a company incorporated under Companies Act, 2013 is a subsidiary of NABARD and having its Corporate Office at, ground Floor, D-wing Plot No. C-24,'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai- 400051. Detailed information regarding the functions of NSFL are provided on the website – www.nabsamruddhi.in.

This Request for Proposal document ("RFP document" or "RFP") has been prepared solely for enabling the bidder to Develop, Execute and Support the Service of Co-lending Solution and to provide maintenance services for the same.

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

This Request for Proposal document has been prepared solely for the purpose of enabling NABSAMRUDDHI Finance Limited., to shortlist suitable vendor. Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in Annexures attached. This RFP document is not a recommendation, offer or invitation to enter a contract, agreement, or any other arrangement in respect the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the NSFL and any successful bidder as identified by the NSFL after completion of the selection process.

2.2. Parties to the RFP

The Parties in the RFP shall be referred as below:

i. "NSFL", "The Company", "Purchaser", "Buyer" means NABSAMRUDDHI Finance Limited.(NSFL);
ii. "Bidder", "Supplier", "Service Provider", "Seller", "Recipient", "Respondent", "System Integrator" means the respondent to the RFP document.

2.3. Information Provided

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

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

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

2.4. Disclaimer

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

ii. NSFL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. NSFL has the right to continue with these activities, modify the sequence of activities, add new activities, or remove some of the activities, as dictated by the best interests of NSFL. NSFL reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

2.5. Costs to be borne by Respondents.

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

2.6.   No Legal Relationship

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

2.7.   Recipient Obligation to Inform Itself

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

2.8.   Errors and Omissions

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

2.9.   Acceptance of Terms

A Recipient will, by responding to NSFL for RFP, be deemed to have accepted the terms of this RFP including Introduction, Disclaimer and the schedules and annexures to the RFP. Deviations, if any, are to be specified as per Annexure- X.

2.10.   Requests for Proposal

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

Contact Person	Arti	Sumit K Gupta
Designation	Manager	Assistant Manager
Email ID	arti@nabard.org	It.nabsamruddhi@nabard.org
Telephone No.	8874000907	8280027380

NSFL may, in its absolute discretion, seek additional information or material from any of the Respondents after the RFP closes and all such information and material provided must

be taken to form part of the same

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

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

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

2.11. Notification

NSFL will notify all short-listed Respondents on NSFL website www.nabsamruddhi.in or by writing or by mail as soon as practicable about the outcome of the RFP process. NSFL is not obliged to provide any reasons for any such acceptance or rejection.

3 Background

3.1. About NABSAMRUDDHI

NABSAMRUDDHI Finance Limited was incorporated under Companies Act, 1956 on 17 February 1997 under the name of Agri Business Finance Limited and registered as Non-Banking Financial Company with the Reserve Bank of India. It is pre-dominantly a B2B finance NBFC subsidiary of NABARD, catering to the non- agriculture sector with an ESG focus. It was promoted with equity participation from the National Bank for Agriculture and Rural Development (NABARD), Union Bank of India (erstwhile Andhra Bank), Canara Bank, Government of Andhra Pradesh, Government of Telangana, and a few Industrial Houses/individuals from the State.

The objective of NABSAMRUDDHI is to provide credit facilities to legal entities for promotion, expansion, commercialization, and modernization in non-farm activities including microfinance, MSME, housing, education, transport, etc.

During 2021-22, the strategy of the company was revisited whereby Green & Wellness finance, Fabrics & Textiles and Handicrafts value chain were identified as focus areas so as to give it a more distinct character. These segments are aligned with NABARD's mandate as well as National and Global priorities. Water Sanitation and Hygiene (WASH), which is a major sub-segment under Wellness finance, has emerged as a champion segment for the Company.

3.2. RFP Objective

i.   NSFL intends to engage the Service Provider responsible for requirements of commissioning, execution, development, installation, implementation, maintenance, monitoring, updates, upgrades, replacements, troubleshooting and support to its day- to-day management of its Co-lending Solution across segments.

ii.   Solution should be as per SaaS model. The objective of this RFP is to provide Robust, scalable, and flexible Co-lending Solution for delivering Co-lending product journeys for Lender NSFL and its partner/s.

iii. The period of Contract would be 5 years from the execution of the Contract. This period of Contract may be extended mutually by up to two years.

4 Scope of Work

4.1. Broad Requirement

i.   The Co-lending Solution should be a single integrated business solution, covering all the mentioned functionality and flexibility required to carry out the Co-lending activities in the current and foreseeable future.

ii. Installation, customization, configuration and maintenance of the software required for Co-lending Solution to achieve Lending business.

iii. Parameterization, data management, verifying data quality, user acceptance testing, documentation, knowledge transfer and support.

iv. Interfacing with internal systems including LMS, LOS, Accounting solution, MIS and other external systems, validation of models and processes and maintenance of application software, system software, database, interfaces etc.

v.   Installation and maintenance of software in the virtualized environment (Nutanix) hardware provided at NABARD, HO, Mumbai and Disaster Recovery site at Faridabad.

vi. Providing training to NSFL's designated personnel and also provide module wise user manual as well as administrator's manual, post- implementation on-site support for 6 months from GO LIVE date and further support till the end of agreement.

vii. The solution/s offered should be web based, open platform and support data transfer and consolidation from the networked systems online.

viii. The Solution offered shall be deployed on DC and DR server at NSFL, CO Mumbai. DR drill to be conducted quarterly.

ix. The Solution shall also integrate and support Direct Assignment/ Transfer of Loan Exposures undertaken by NSFL as part of its book building exercise under offered functionality. The solution should accordingly provide full access to this feature without incurring any costs to the company

The detailed scope of work is given at Annexure-XVIII.

4.2. Change in Scope

i.   NSFL may, depending on its strategic and business requirements, decide to make modifications, alterations and additions from time to time to the Project, Services, or Deliverables of the Project. In such an event, NSFL shall provide a detailed proposal to the Service Provider specifying such requested changes ("Change Request"). Service Provider shall evaluate each Change Request. The rates and

charges payable for executing the Change Requests shall be determined on pro- rata basis as per the rates used to determine the Contract Price. Based on this calculation, the Service Provider shall submit to NSFL, a written response indicating time and cost for such Change Request within 7 (seven) Business Days following receipt thereof ("Change Request Response"). Service Provider's Change Request Response shall include a statement of the availability of the Service Provider's personnel and resources, as well as any impact the proposed changes will have on the Contract Price, Deliverables of this RFP or the Contract, as the case may be. NSFL, if necessary, through a designated committee, may use its reasonable efforts to accept, reject, or propose modifications to each such Change Request Response within 15 (fifteen) Business Days following receipt thereof. The Service Provider shall agree to co-operate with such committee and furnish any further information as may be required by the committee to accept, reject or propose modifications to the Change Request Response. Upon acceptance by NSFL of a Change Request Response, the Services, Deliverables, and/or Project shall be amended suitably,. In the event NSFL rejects a Change Request Response, NSFL shall be entitled to appoint or engage any third party service provider in respect of the Change Request. The Service Provider shall agree to co-operate with such third-party service provider.

ii.   Any Upgrade or Enhancement in relation to the Solution or any Services required to be rendered by the Service Provider shall not be deemed to be modifications, alterations and additions to the Project, Services, or Deliverables of the Project requiring a Change Request to be made by NSFL. All Upgrades, Enhancements and Services shall be undertaken by Service Provider at its own cost, as per the terms hereof.

iii.   Since the Contract Price is determined mutually by parties, any payment to be made for any Change Request will be determined as per the mutually decided Contract Price.

iv.   If any of the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this agreement shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this Agreement.

4.3.   Executive Summary of the bidder's Response

The bidder in the Executive Summary should furnish a synopsis of their responses to the RFP in not exceeding 15 pages. The bidder should give a brief write up relating to their capability and past experience of similar solution.

a. A synopsis of the understanding of the business requirements
b. A diagrammatical and brief explanation of the architecture of the proposed solution including decision making, business analytics, reports and ADF including security architecture.
c. The hardware and software requirements, data models, technologies, data management, storage, backup, recovery, etc.
d. The proposed software, their suppliers and past successful deployments
e. Any other relevant recommendation that the bidder has to make.

5 Response to RFP

5.1.   Bidder's Response

i.   Preparation of Bids

The bidder should use the entire information furnished in the RFP including scope, detailed requirements, functional and technical specifications, other Annexures, Appendices and other terms and conditions to submit their response. The bidder is expected to examine all instructions, forms, terms, and specifications in the RFP.

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

a. Technical Bid indicating the response to the technical requirement specifications and functional requirement specifications.
b. Commercial Bid furnishing all the relevant information as required.

The bidders should submit both Technical Bids and Commercial Bids in physical mode only in a sealed envelope earmarked for this purpose in NSFL corporate office in Mumbai. The Bid either technical or commercial, submitted cannot be withdrawn / modified after submission of Bids.

Failure to furnish all information required as per the RFP or submission of Bids not responsive to the RFP in every respect will be at the bidder's risk and shall be liable for rejection by NSFL.

ii.   Authorized Signatory

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

iii.   Cost of Preparing Bids

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

iv.   Clarification of RFP document

The bidder shall carefully examine and understand the specifications / conditions of the RFP, intent of the RFP and seek clarifications in accordance with the RFP, if required to ensure that they have understood all specifications / conditions / intent of RFP for implementing the Co-lending Solution in total.

The bidder in all such cases should seek clarification in writing in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP and such clarifications should be sought, by submitting a list of queries as per Annexure XVII – Pre - Bid Query Format in writing to NSFL on or before 5:00 PM on 28 January 2025.

All clarifications/queries on the RFP are to be in writing and are to be addressed to nabsamruddhi@nabard.org.

v.   Pre-Bid Meeting

NSFL shall hold a pre-bid meeting on 05 February 2025 at its corporate Office in Mumbai to clarify the queries raised by the bidders. No change in date and time will be entertained and NSFL will hold the meeting even if some bidder chooses to remain absent /unable for any reason to be present during the meeting. No individual consultation shall be entertained and no clarifications other than those sought during or before the above meeting shall be entertained. No oral consultation other than during meeting will be entertained.

The clarifications of NSFL including the queries raised by bidder would be posted on the NSFL's website (www.nabsamruddhi.in) and these will be binding on all bidders and such clarifications will be deemed to form part of RFP. Bidders should note to give their responses by taking the clarifications given by NSFL also into consideration.

The response to the Bid should not carry any sections like clarifications, 'as orally told', 'to be discussed', interpretations, assumptions and/or conditions. With the submission of the Bid, the bidder acknowledges that they have carefully studied and understood the RFP in complete.

vi.   Addendum to RFP

NSFL may modify the RFP by issuing addenda for any reason, at any time prior to final date of submission of response to RFP. The addendums to the RFP as issued from time to time would be posted on NSFL's website (www.nabsamruddhi.in) and these will be binding on all

bidders and such addendums will be deemed to form part of RFP.

vii.   Language of the Bid

Both technical and Commercial Bids shall be submitted in English language as per this RFP.

viii.   Validity of the Bid

The Bids shall remain valid for a period of 180 days from the last date of opening of Commercial Bids. All responses including Commercial Bids and Technical Bids would be deemed to be irrevocable and unconditional offers / proposals from shortlisted bidders and shall, if accepted by NSFL, deemed to form part of the final contract between NSFL and the selected bidder. NSFL may notify extensions of the Bid validity period, if required at its sole discretion prior to the date of Bid submission.

ix.   Bidder Quote/Offer

All responses received after the due date / time would be considered late and would be rejected. All response should be in English language. All responses by the shortlisted bidders to this RFP document shall be binding on such shortlisted bidders for a period of 180 days after the opening of the Commercial Bids or such other timeframe as may be notified by NSFL prior to the Bid submission date. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

Bidders are required to quote for all the components mentioned in the section 'Scope of Work' of this document. In case the bidders do not quote for any of the components, the response would be deemed to include the quote for such unquoted components. NSFL reserves the right not to permit changes in the technical specifications and not to evaluate the offer in case of non-submission of technical details in the required format or partial submission of technical details.

5.2.   Submission of Bids

i.   Physical Bid

Technical Bid containing documents supporting eligibility criteria (Annexure III) along with

other documents (including Non-Disclosure Agreement as per format given in Annexure – XIII of the RFP) and Commercial Bids to be submitted in physical mode in a sealed envelope earmarked for this purpose in NSFL corporate office in Mumbai.

Further the bidder has to quote for all the components for Co-lending Solution. NSFL may at its discretion wherever beneficial, procure licenses for some software separately, based on any existing agreements entered into for purchase of such software.

ii.   Compliance Statement

The bidder shall certify the compliance or deviation of all clauses, terms, conditions and specifications stipulated in the RFP.

Non submission of duly filled & signed Compliance Statement will make the Bid liable for rejection.

5.3.   Opening of Bids

Opening of Technical Bids

The Technical Bid shall be opened on 20 February 2025 at 4:00PM at Ground floor, E wing, Plot C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051. The bidder representative may be present during the Bid opening at our office address mentioned above. The bearer of the bid will arrive well in time along with valid authorization letter from the bidder.

  i. The bidders may note that no further notice will be given in this regard. Further, in case NSFL does not function on the aforesaid date due to unforeseen circumstances or holiday then the Bid will be accepted up to 3:00 pm on the next working day and the Bids will be opened at 4:00 pm.
 ii. Date & time for opening of Technical Bid can be changed by NSFL without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the bidders by publishing on the NSFL's website for enabling them to be present during the Bid opening.

6 Information to bidders

The bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its Bid and will be at the bidder's own risk.

6.1 Pre-Bid Meeting

i. NSFL shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section above. The purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The bidders are expected to use the platform to have all their queries answered. Pre-bid meeting may be online/offline.

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

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

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

v. All prospective bidders shall execute the Non-Disclosure Agreement as set out under Annexure XIII of this RFP at the beginning along with Bid docs.

6.2 Amendment to the bidding document

i. Change, if any, to the bidding document at any time prior to the date of submission of bids will be notified on our website and a reasonable timeframe as considered necessary may be afforded.

ii. The NSFL, at its discretion, may extend the deadline for the submission of bids.

iii. The amendment will be posted on NSFL's website (www.nabsamruddhi.in) and shall be deemed to form part of the RFP.

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

6.3   Language of Bid

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

6.4   Documents Comprising the Bid

The Bid shall consist of minimum eligibility criteria, Technical Bid and Commercial Bid and supporting documents as required by the RFP at Annexure XXII.

6.5   Bid Currency

Bids should be quoted in Indian Rupees only.

6.6   Earnest Money Deposit (EMD)

i.   All the responses should be accompanied by a refundable Interest free security deposit of requisite value as specified in "Critical Information" section of the RFP.
ii.   EMD should be in the form of online transmission:

a.   Remittance to NSFL's Account, details of which are as under:

Beneficiary Name	NABSAMRUDDHI Finance Limited.
NSFL Account Name	NABSAMRUDDHI Finance Limited.
NSFL Account Number	194205000498
NSFL IFSC Code	ICIC0001942
Branch Name	NABSAMRUDDHI Finance Limited.
Bank Name	ICICI Bank

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

    b.   Bank Guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of Bid and strictly in the format as prescribed in Annexure - VIII.

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

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

    a. Issue of purchase order to the successful bidder; **OR**

    b. The end of the Bid validity period, including extended period (if any); **OR**

    c. Receipt of the signed contract from the selected bidder; whichever is earlier.

v.   Successful bidder will be refunded the EMD amount / BG only after acceptance of the Co-lending Solution by NSFL and submission of Performance Bank Guarantee by the bidder.

vi.   In case the acceptance of Co-lending Solution is delayed due to any reasons beyond NSFL's purview, successful bidder shall have the validity of BG towards EMD, extended for a period of three months till the Co-lending Solution is accepted by NSFL.

vii.   The Bid security (EMD) may be forfeited:

    a. If a bidder withdraws its Bids during the period of Bid validity.

    b. If a bidder makes any statement or encloses any form which turns out to be false/ forged/ incorrect at any time prior to signing of the Contract.

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

    d. In case of successful bidder, if the bidder fails to accept the Purchase Order or sign the Contract or fails to furnish performance guarantee.

viii.   In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the NSFL's tenders RFP.

6.7 Period of Validity of Bids

i.   Prices and other terms offered by bidders should be firm for an acceptance period of 180 days from the date of opening of the Commercial Bid.

ii.   In exceptional circumstances the NSFL may solicit bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing. The

Bid security provided shall also be extended.

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

6.8 Deadline for submission of Bids

i. The Bids should be received by NSFL at the specified address no later than the date and time specified in "Critical Information" section.

ii. NSFL may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents, in which case, all rights and obligations of NSFL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

6.9 Late Bids

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

6.10 Modification and/ Or Withdrawal of Bids

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

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

6.11 Conditional Bids

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

6.12 Contacting NSFL

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

ii. Any effort by the bidder to influence NSFL in its decisions on Bid evaluation, bid comparison may result in the rejection of the bidder.

6.13 Opening of Bids by NSFL

i. On the scheduled date and time, Technical Bids will be opened by the NSFL Technical Evaluation Committee in the presence of bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the RFP. The bidder's representatives who are present shall sign a document evidencing their attendance.

ii. Financial / Commercial Bids of only those bidders who qualify the Technical Bid evaluation will be opened. A separate intimation will be sent to bidders who qualify for the Technical Bid evaluation.

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

iv. The bidder's name and presence or absence of requisite EMD and such other details as the NSFL, at its discretion may consider appropriate will be announced at the time of Technical Bid opening. No Bid shall be rejected at the time of Bid opening. Unsuccessful bidders will be informed of their position. No scores or further breakdown of the evaluation will be communicated to any unsuccessful bidders.

6.14 Pre-Contract Integrity Pact

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

ii. The bidder must submit signed Pre-Contract Integrity Pact as per the format at Annexure IX on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution along with the minimum eligibility Bid. The bidder may kindly note that documents required on stamp paper will have to be given on stamp paper and cannot be given on the company letterhead.

6.15 Documents to be submitted.

i. The bidder shall submit two separate Bids (Envelopes) for the Technical Bid and Commercial/Financial Bid with relevant supporting documents.

ii. Relevant documents should be submitted as proof wherever necessary.

iii. Faxed copies of any submission are not acceptable and will be rejected by NSFL.

iv. Responses should be concise and to the point. Submission of irrelevant documents should be avoided.

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

6.16 Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no handwritten material, corrections or alterations in the offer. Technical details should be completely filled in all respects. Correct technical information of the product being offered should be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "complied", "as given in brochure / manual" is not acceptable. The NSFL may treat such offers as not adhering to the RFP guidelines and as unacceptable.

6.17 Public Procurement Policy on Micro and Small Enterprises (MSEs)

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

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

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

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

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

6.18 Release from Liability

It shall be deemed that by submitting the Bid, the bidder agrees and releases the NSFL, its directors, employees, agents and advisers, irrevocably, unconditionally, fully and finally from

any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations here under and in connection with the bid process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.19 Conflict of Interest

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

ii. No bidder shall have a conflict of interest that affects the bid process. If any bidder is found to have a conflict of interest, such bidder shall stand disqualified and NSFL shall be entitled to invoke the bid/performance security/bond, as the case may be. A bidder shall be deemed to have a conflict of interest affecting the bidding process, if:

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

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

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

6.20 Disqualifications

i. In addition to the grounds for rejection/disqualification mentioned elsewhere in this RFP, NSFL shall have the right, in its sole discretion, to disqualify any bidder for one or more of the following grounds:
   a. declaration of any of the bidder as ineligible due to corrupt or fraudulent practices, in any prior tender process in the past or blacklisting by NSFL;
   b. the Bid not being accompanied by any supporting documents or annexes required to be submitted in accordance with the RFP;
   c. submission by the bidder of more than one Bid or submission of a conditional Bid;
   d. failure to comply with the requirements of the RFP or the Bid being non-responsive to the requirements of the RFP, for reasons including but not limited to the Bid not being signed, sealed or marked as stipulated in the RFP, not containing all the information as required in the RFP or in the format as specified

in the RFP;

e. failure to furnish the EMD as per the RFP;

f. if the Bid contains incorrect/ inaccurate/ incomplete/ misleading information or if the bid contains any misinformation.

g. If the bidder has not paid any of its dues payable to NSFL which have become payable on or before submitting the Bid;

h. there is a conflict of interest as specified in Clause 6.19 above and/or

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

ii. Guidance on Minimum Local Content

The bidder shall comply with the Local Content norms stipulated under 'Make in India' initiative as per the guidelines issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Government of India, from time to time.

7 Minimum Eligibility Criteria

   i. The bidder should satisfy the Minimum Eligibility Criteria as per Annexure-III of the RFP.

  ii. The bidder should comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the Bid summarily. These criteria are mandatory.

 iii. Only those who fulfil all the eligibility criteria will qualify for further evaluation.

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

  v. Reference Customer Name and Contact information to be provided to the NSFL with whom discussion can be done.

8 Evaluation Methodology

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

- Minimum Eligibility Criteria

- Technical Bid

- Commercial Bids

NSFL shall evaluate first the 'Eligibility Criteria' bids and based on its evaluation, 'Technical Bids' shall be undertaken only for those bids that clear this stage. Subsequently Commercial bids shall be opened for only those bids clearing the technical evaluation.

8.1 Minimum eligibility Criteria

i. Bids submitted by all the bidders would be evaluated for eligibility as per the parameters mentioned in Annexure III. Bids not complying with any of the Minimum eligibility criteria are liable to be rejected and will not be considered for further evaluation. Only Successful bids out of this stage would be considered for technical evaluation.

ii. Bidders may ensure to submit all required documents as per requirements and as indicated in Annexure III as no further opportunity for submission of additional documents would be given and bids without verifiable facts would not be considered.

8.2 Technical Evaluation

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

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

iii. Technical bids would be evaluated on the following broad parameters:

S.No.	Parameter	Weightage
A	Technical Parameters	70%

B	Presentation	10%
C	Proof of Concept	10%
D	References / Site Visit	10%
	Total	100%

iv. The technical bid will be evaluated, and an Overall Technical Score (OTS) assigned to each bid based on the parameters mentioned above.

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

OTS = T / Thigh * 100

Where

OTS - Overall Technical Score obtained by the bidder.

T - Technical score obtained by bidder

Thigh - Highest Technical score secured among the bidders.

vi. Technical Bids receiving an OTS greater than or equal to a score of 50 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.

vii. If less than 3 bidders qualify as per the above criteria, NSFL reserves right to short list maximum top 3 bidders based on OTS.

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

8.3 Commercial Evaluation

i. Only the bidders who are found technically qualified in Technical Evaluation will be taken for commercial evaluation.

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

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

iv. As mentioned in the tender document the final evaluation of the tender will be done using the QCBS (Quality and Cost Based Selection) method,

following the 70:30 ratios for QCBS (i.e. 70% weightage for Technical Score and 30% weightage for Commercial Score. As per the QCBS method, we shall follow the below given steps in finding the rankings of the shortlisted bidders.

➢ NSFL will determine whether the Financial Proposals are complete and unconditional.

➢ The Final Commercial Quote (FCQ) will be arrived using the below given formula:

FCQ = Amount quoted in the commercial bid

During the commercial bid evaluation only the FCQ will be considered.

The bidder who gets the 1st Rank will be the one whose combined total score (S) is the highest.

➢ The L1 bidder shall be the first ranked bidder (whose combined total score is the highest).

➢ Formula for determining the financial scores is as follows:

Normalized Commercial Score of a bidder = {Lowest FCQ of bidder (FM)/FCQ of bidder under (NS) consideration} X 100 (adjusted to 2 decimals) NS = (FM / FCQ) * 100

➢ where FM is the lowest FCQ quoted and FCQ is the price quoted by the respective bidders

➢ The weightage given to the technical and financial proposals are Technical

=0.70 and Commercial = 0.30

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

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

8.4 Objectives of the Evaluation Methodology

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

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

iii.   In the first stage, only the 'Technical Bids' will be opened and evaluated. All eligible Technical Bids will be evaluated, and a technical score would be arrived at.

iv.   In the second stage, the Commercial Bids of only those bidders shall be evaluated who have qualified in the technical evaluation. The remaining Commercial Bids, if any, shall not be opened.

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

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

vii.   NSFL reserves the right to call for presentation/s etc., from the bidders based on Technical Bids submitted by them. NSFL also reserves the right to enquire discreetly with references provided by the bidders regarding previous engagements undertaken by the bidder. Based upon the final technical scoring, the eligible bidders shall be shortlisted for final Commercial Bid opening.

9 Liquidated Damages

Time is essence of the Contract and NSFL expects the bidder to complete the project implementation within the period of 3 months from 1) signing of contract or 2) 30 days from PO acceptance, whichever is earlier and provide services for next 60 months (extendable by further 24 months) as per the implementation plan (Project Timeline Plan 10.9) specified in the RFP. If the bidder fails to:

a.   To deliver any or all Deliverables; or

b.   To complete the development and execution of the Co-lending Solution as per the time schedule given in the RFP; or

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

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

e.   To maintain the uptime of the 99.99% of the system, wherever applicable ;

NSFL, shall without prejudice to its other rights and remedies under and in accordance with the terms of RFP, levy liquidated damages from payments due to the Service Provider.

Inability of the Service Provider to fulfil the provide requirements as per scope or to meet the timelines as specified would attract liquidated damages and shall be entitled to invoke the guarantees furnished by the bidder to the extent of the liquidated damages applicable.

Except as otherwise provided under the SLA for any non-performance or delay in performance of obligations by the Service Provider, if the Service Provider fails to deliver any or all of the Deliverables or perform the Services within the time period(s) specified in the Contract, NSFL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of total Contract Price per week of delay until actual delivery or performance, subject to maximum deduction of 10% of the total Contract Price and shall be entitled to invoke the guarantees furnished by the bidder to the extent of the liquidated damages applicable.

The liquidated damages are to be calculated on the Contract Price.

NSFL reserves the right to recover liquidated damages from any payment to be made under this Contract for Co-lending Solution. The liquidation damages represent a genuine pre-estimate of the loss or damage that NSFL may suffer due to delay nonperformance or breach in performance of the obligations by the Service Provider.

It is further clarified that:
  ➢ NSFL has the right to enforce liquidated damages by way of set off.
  ➢ Overall liability will be calculated as per applicable laws.
  ➢ NSFL cannot take the responsibility of establishing the reasons for delay, unless delay is attributable to force majeure event, which is provided for under the RFP, the delay shall attract liquidated damages.

10 Special Terms and Conditions

10.1 Duration of Contract

i. The total period for development and implementation of Co-lending Solution should not exceed 3 months from 1) signing of contract or 2) 30 days from PO acceptance, whichever is earlier. The timelines for the purpose of the contract are detailed under para 10.9

ii. NSFL will enter into a contract with the selected bidder initially for a period of 5 years commencing from the date of signing of the Agreement between NSFL and the selected bidder. However, the same should be extendable with maximum up to extension of 2 years or part thereof, if NSFL so desires mutual agreement.

iii. NSFL will reserve a right to re-negotiate the price and terms of the entire contract with the selected bidder at more favorable terms in case such terms are offered in the industry at the time of extension of Contract.

Conditions of Contract

10.2 Award and Signing of Contract

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

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

iii. The selected bidder will be required to begin execution of the work within 30 days from the date of acceptance of PO.

10.3 Price

i. Prices quoted by the bidders should be inclusive of all local taxes, GST, duties, levies, transportation cost etc.

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

iii. Bidder will be entirely responsible for all applicable present and future, duties, levies,

charges, license fees etc. in connection with delivery of goods/ Services at site including incidental services and commissioning.

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

v. No other incremental cost whatsoever will be paid by NSFL.

10.4 Payment Terms

NSFL shall make payments as follows on submission of invoices and supporting documents by the successful bidder:

Payment Schedule:

Sr. No	Specifications	Payment Schedule	
1	Annual Charges for Assets under management –*	Charges will be paid on monthly basis (annual charges divided by 12) based on book size maintained on the solution on actuals, on submission of invoice and confirmation from business departments. Minimum charges may be mentioned.	
2	Implementation of Base Platform	Post onboarding of one NBFC on the platform	40%
		Post onboarding of next 2 NBFCs on the platform	50%
		Post successful completion of 2 DR Drills	10%
3	Fintech / Service Hosting Charges per month	100% of monthly charges in arrears based on actual utilization (only if applicable)	

4	Onsite resource charges	100% of monthly charges in arrears
5	Training Cost	100% of the cost for the respective year on completion of training for the year as per RFP terms [excluding annual trainings which are part of regular deliverables]
6	Cost of additional work on basis of man days	100% on completion of work
7	Any other cost	To be specified

For purposes of payment phases, the journeys listed out under the scope are to be considered for arriving at the number of journeys completed. However, the successful bidder should provide a solution for creating multiple sub-products within the product lines mentioned. Successful bidder has to implement all products under scope of Retail, Agri & MSME on Co- lending for customers in STP and Assisted mode both. It shall also, be noted that the vendor shall bear all the OEM's software licenses including cost of OS, DB and middleware and support cost for licensees as required while development of the Co-lending Solution and during entire project period. All software components should have direct OEM support.

- Payment for Onsite Support:
  The Successful bidder has to ensure availability of the manpower requirement as per the RFP. The payment for the Cost of manpower for onsite support & dedicated L2/L3 onsite development engineer will be payable quarterly in arrears.

- Maintenance:
  The solution proposed as part of this RFP should be maintained with back-to-back support from the OEM on 24x7x365 basis by the Successful bidder till the end of the contract period. All payments will be released only after submission of the proof for the same along with the invoices, request for payment and other related documents.

  AUM cost shall be paid monthly in arrears from 1st month of on-boarding Co-lending Solution.

  NSFL shall have the right to withhold any payment (partial or full) due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of NSFL. If any of the items/ activities as mentioned in functional specifications as part of technical bid is not taken up by NSFL during the course of respective Phases, the successful bidder to provide the functionality at later point of time without any additional cost to NSFL.

- All payments will be released within 30 days from the date of receipt of invoice subject to submission of proof of acceptance of the respective deliverables by concerned NSFL officials and other related documents. Vendor has to submit the invoices, milestone sign- off & other documents required for release of payment.

- Change Requests / Enhancements in the Application:

  a) Any major and minor version upgrades for the proposed solution should be provided without any cost to NSFL during the contract period. A minor version is a small incremental version / patching provided by the OEM of the implemented software and does not call for any additional module. It comes as per the product release plans of the OEM and to be covered under ATS (Additional Technical Support).

  b) Any implementation forming part of statutory/ regulatory changes as required under the directives of Government of India (GOI), Reserve Bank of India (RBI) etc. should be carried out without any cost to the NSFL

  c) Any version upgrades for the proposed solution should be provided without any cost to NSFL during the contract period.

     Successful bidder has to extend onsite support and all other related services to NSFL for up to the next 5 years at NSFL's discretion at mutually agreed rates between the successful bidder and NSFL (with a cost escalation of not more than 8% year on year of the cost quoted for the contract period.)

10.5 Termination of Contract

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

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

   a. If the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract or within any extension thereof granted by NSFL pursuant to conditions of the Contract; or If the Service Provider fails to perform any other obligation(s) under the Contract and fails to cure such non-performance within 30 (thirty) days from date of the written notice informing the Service Provider of such non-performance; or

   b. discrepancies / deviations in the processes and/or products agreed to be delivered by the Service Provider as per the terms of the Contract

and fails to cure such discrepancy / deviations within 30 (thirty) days from date of the written notice informing the Service Provider of such non-performance; or

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

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

10.6 Termination for insolvency

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

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

10.7 Consequences of Termination

i. In case of termination of the Contract by NSFL pursuant to point i under Clause 10.5, any payments made by NSFL to the Service Provider (for period for which Services are not availed) would necessarily have to be returned to NSFL.

ii. In case of termination of the Contract by NSFL pursuant to Clause 10.5.ii, any payments made by NSFL to the Service Provider (for period for which Services are not availed) would necessarily have to be returned to NSFL with interest @ 15% per annum. Further, the Service Provider shall compensate NSFL for any direct Losses incurred by NSFL due to the termination of the Contract and any additional expenditure to be incurred by NSFL in appointing any other service provider for the Services.

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

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

iv. Upon termination, the Service Provider shall ensure transition of Services and co-operate with NSFL in the manner as set out in clause 11.16.

10.8 Periodic Review & Inspection

i. NSFL shall have the right to conduct periodic review and inspection, as and when required, to review Service Provider's performance, financial stability, service, Reliability, and compliance with the SLA.

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

10.9 Project Timelines

i. The Selected bidder shall be responsible for delivery, implementation, and rollout of all the solutions required under this RFP and must agree to the time duration specified. If the bidder fails to do so within the stipulated time schedule or by the date extended by NSFL, it will be a breach of contract. In such case, NSFL would be entitled to charge a penalty or would have the right to terminate the contract, as specified in this RFP.

ii. Bidder is required to provide applications, staggered hardware, and associated software depending on the volumetric defined in the RFP.

iii. The duration indicated is the time required for the completion of the indicated activity.

Phases	Activity	Timeline
Hardware setup	Delivery and Setup of on premises infrastructure **Document to be submitted**: A report comprising of infrastructure provisioned for all environments, security parameters configured, OS, DB & other software & tools configured must be shared with NSFL	T+ 15 days
Software	Installation & setup of software **Document to be submitted** Software installation report is to be submitted	T+15 days
Link provisioning at NSFL's DC & DR	Implementation of proposed links at NSFL's DC & DR from CSP primary & Secondary site (for on premises deployment)	T+30 days
SRS and Design documents	Delivery of Software Requirement Specifications (SRS) & design documents (HLD, LLD, deployment architecture, network architecture, integration architecture etc.) and sign off by NSFL for Co-lending journeys of all Lending Products	T+30 days
Development	Development completion & installation, configuration, customization, integration& interface, testing (UT, Sanity, SIT etc.) for Co- Lending journeys of all Lending Products **Document to be submitted:** Implementation, integration, interface & UT, Sanity SIT completion report	T+90days
UAT	User Acceptance Testing (UAT) completion & sign-off by NSFL for Co-lending journeys of all Lending Products **Document to be submitted:** UAT Signoff, Training manuals and other documents, Go-live checklist as sought by NSFL	T+120 days

Go-Live	Go-Live of Co-lending Solution (with at least 3 NBFCs integration) **Document to be submitted:** Go-live checklist signoff and Go-no go decision	T+150 days
NBFC Integration	Subsequent integration with each NBFC Report confirming and APIs for successful integration of NBFC system	30 days from the date of intimation by NSFL for respective NBFC

T is date of signing of contract or 30 days from PO acceptance, whichever is earlier

10.10 Acceptance

i. NSFL shall be entitled to verify and examine the Co-lending Solution, and each program, solution or other component thereof upon delivery.

ii. The Service Provider shall assist NSFL in undertaking the User Acceptance Test for each Deliverable. The User Acceptance Test shall comprise of: (I) Requirement Validation (ii) Functionality Testing (iii) User Interface (UI) and User Experience (UX) (iv) Performance Testing (v) review of all Documentation (vi) Security Testing (vii) Workflow and Business Process Testing (viii) Data Integrity and Migration Testing (ix) Compliance and Regulatory Testing (x) Error Handling and Recovery (xi) User Documentation (xii) End-to-End Testing , as applicable to the relevant Deliverable.

iii. In the event any Deliverable is not in accordance with the Technical Architecture and Scope, or is defective in any way, or are otherwise not to the satisfaction of NSFL, then within 30 (thirty) days from such delivery, NSFL shall notify the selected Service Provider of the same ("**Defect Notice**"). Service Provider shall, upon receipt of such Defect Notice from NSFL, promptly and in any event no later than 4 (four) days from the date of the Defect Notice, replace the relevant Deliverable specified in the Defect Notice, at its own cost and expense. Any Deliverable delivered by the selected Service Provider to NSFL in replacement of any previously delivered Deliverable shall undergo the same process as setout above with respect to verification of defect and replacement. The results of the User Acceptance Test shall be recorded in writing.

iv. Development of Co-lending Solution will be accepted once the complete solution is implemented at NSFL and all the points have been closed for UAT, and the users are able to generate reports and run use cases as specified by NSFL. Upon acceptance, the Service Provider shall handover control and administration of the Deliverable by

providing complete access and all passwords, usernames, credentials, authenticators etc., as required.

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

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

11 General Terms and Conditions

11.1 Definitions

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

"AMC Services" shall mean annual maintenance services to be rendered.

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

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

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

"Bid" may be referred to as 'Offer'.

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

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

"Business Days" means any day of the week except Saturday, Sunday or any

day on which NSFLs in India are closed for business;

Business Requirement Document" means a formal document that outlines the goals and expectations of NSFL in respect of the Project, which shall be prepared by NSFL in consultation with a successful Service Provider.

"Commercial Bid / Financial Bid" indicates the response by the bidder containing all relevant information required as per response to the RFP.

"Company", "NSFL", "Purchaser", "Buyer" means NABSAMRUDDHI Finance Limited

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

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

"Contract" means the agreement entered into between NSFL and the Service Provider, pursuant to acceptance by NSFL of the Service Provider's Bid on terms as contained in this RFP, substantially in the form attached here to as Annexure XV, and shall include all attachments and appendices thereto and all documents incorporated by reference therein including the SLA. The said form of the Contract attached as Annexure XV is an indicative agreement proposed to be executed by NSFL with the selected Service Provider, which shall

be finalized at the time of execution thereof.

"Contract Price" means the price payable to the Service Provider under the
Contract for the full and proper performance of its contractual obligations.

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

"Development, Execution and Support Service of Co-lending Solution" has been short mentioned as "Development of Co-lending Solution" herein the document.

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

"Losses" means all losses, liabilities, liens, obligations, fines, costs, charges, expenses, royalties, damages (whether or not resulting from third party claims), including those resulting from claims and including interest and penalties with respect thereto and related out-of-pocket expenses paid to third parties, including reasonable attorneys' and accountants' fees and disbursements.

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

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

"RFP". "Tender", "RFP", "Bid document" means the 'Request for Proposal Document for Development Execution and Support Service of Co-lending Solution and includes any clarifications/corrigenda/addenda/ pre-bid clarifications etc. that may be issued by the company (only written communication shall be considered).

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

"Services" means all services, scope of work and deliverables to be provided by a selected Service Provider as described in the RFP and includes services ancillary to Development of Co-lending Solution, such as installation, commissioning, integration with existing systems, provision of technical assistance by the selected Service Provider training, maintenance,

support, contract, and other such obligations covered under the RFP and the Contract.

"Technical Architecture" means a document specifying the overall plan for the Development of Co-lending Solution and shall include functional, infrastructure, data, deployment, network for Development of Co-lending Solution "Technical Bid" indicates the response by the Service Provider to the technical requirement specifications and functional requirement specifications in response to the RFP.

"User Acceptance Test" means user acceptance testing to ensure that all features as agreed under the Contract of the Development of Co-lending Solution are functional.

11.2 Use of Contract Documents and Information

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

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

11.3 Personnel and Inspection of Records

i.   The Service Provider shall coordinate with the authorized representatives of NSFL, for continuous monitoring and assessment by NSFL of the Services provided under the Contract.

ii.   The Service Provider shall appoint sufficient number of individuals to ensure that the Services are provided to NSFL in a proper, timely and efficient manner. Any change in the designated team of personnel appointed for the Services, shall be subject to prior written approval from NSFL.

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

iv.   In order to enable NSFL to comply with Applicable Laws, the Service Provider shall furnish such documents and information, in addition to the books and electronic records maintained by the Service Provider in terms of Clause 11.3.iii (Personnel and Inspection of Records) above, as may be requested by NSFL, from time to time, in

relation to the Services rendered by the Service Provider under the Contract, provided that the cost and expenses incurred in providing such documents and information (other than books and records maintained) by the Service Provider shall be borne by NSFL.

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

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

11.4 Subcontractors

i. Subcontracting or delegation of its obligations by the selected Service Provider is explicitly prohibited, except with the prior written consent of NSFL in relation to subcontracting or delegation; and provided that the selected Service Provider shall inform such sub-contractor of the confidential nature of information, which may be shared pursuant to such sub-contracting or delegation by the selected Service Provider and procure that such sub-contractor is bound by the confidentiality obligations that are materially similar to those set out in Clause 11.22 of this RFP.

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

iii. In relation to a sub-contractor appointed in terms of this Clause 11.4.i NSFL may, withdraw its approval and direct the selected Service Provider to terminate the appointment of such subcontractor with immediate effect or within such other period as may be prescribed by NSFL in its sole discretion, if NSFL reasonably determines that the subcontractor is in breach any terms of the Contract or if NSFL is not satisfied with the quality of Services rendered by such sub- contractor. Upon receipt of notice by the selected Service Provider, the selected Service Provider shall be required to terminate the appointment of such sub-contractor, provided that nothing contained in this Clause 11.4.iii shall affect the right of the selected Service Provider to appoint any other sub-contractor in terms of this Clause 11.4.i.

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

v. Even if subcontracting by the selected Service Provider is permitted at any time by NSFL, the selected Service Provider shall be and remain responsible for all the

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

11.5 Governing language

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

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

11.6 Applicable laws

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

11.7 Compliance with all Applicable Laws

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

11.8 Compliance in obtaining approvals / permissions / licenses.

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

11.9 Performance security

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

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

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

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

11.10 Forfeiture of performance security

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

11.11 Right to Alter Quantities

NSFL reserves the right to alter the requirement specified in the RFP. NSFL also reserves the right to delete one or more items from scope of Services specified in the RFP during bidding and while implementation phase.

11.12 No Commitment to Accept Lowest or Any Offer

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

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

iii. The Bids received and accepted will be evaluated by NSFL to ascertain the best and

lowest Bid in the interest of NSFL. However, NSFL does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the order without assigning any reasons whatsoever. NSFL reserves the right to float the RFP again.

11.13   Information Security

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

11.14   Assignment and Change of Control

i.   Notwithstanding what is stated in Clause 11.4, the Service Provider shall not assign, transfer, delegate, or pledge any of its rights or obligations hereunder to any third party without the prior written consent of NSFL, provided that Service Provider shall ensure that any and all obligations shall be performed by such assignee in accordance with the terms herein and that the assignee complies with all rights, duties and obligations herein. NSFL shall be entitled to transfer and/ or assign the whole or any part of its respective rights and obligations hereunder to any third party.

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

11.15   No Employer – Employee Relationship

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

another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.

11.16   Business Continuity

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

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

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

11.17   Co-operation

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

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

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

11.18 Corrupt and fraudulent practice

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

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

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

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

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

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

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

11.19 Waiver

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

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

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

11.20 Cumulative Remedy

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

11.21 Confidentiality

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

ii. The Service Provider will be exposed by virtue of the contracted activities to the internal business information of NSFL, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to

Parties not directly involved in providing the Services requested could result in the disqualification of the Service Provider, premature termination of the Contract, or legal action against the Service Provider for breach of trust.

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

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

v. Confidential Information shall not be used, reproduced or derived any benefit out of in any form except as required to accomplish the intent of this RFP. Any reproduction of any Confidential Information of NSFL shall remain the property of NSFL and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of NSFL, the Service Provider (i) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (ii) shall not disclose any Confidential Information of the other to any person other than individuals such as counsel, directors, officers, employees, agents and representatives whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the Service Provider takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. If the Service Provider is compelled by Applicable Law or legal process to disclose Confidential Information of NSFL, it shall provide NSFL with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at NSFL's expense, if NSFL wishes to contest the disclosure.

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

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

viii. The selected Service Provider shall submit a non-disclosure agreement as per Annexure -XIII on non-judicial stamp paper of appropriate value.

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

x. Upon request of NSFL, the Service Provider shall promptly and shall ensure that their Affiliates, directors, officers, agents, counsel, representatives and employees promptly: (i) return all documents containing Confidential Information, and (ii) destroy any copies of such documents, and any documents or other records (whether written or electronic) other than Confidential Information that may have been stored electronically as part of routine data back-ups which cannot be destroyed, to which these confidentiality obligations will continue to apply, and which should be kept strictly confidential by taking Reasonable Steps.

11.22 Service Level Agreement

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

11.23 IPR Infringement

i. Bidder's Proprietary Software and Pre-Existing IP: NSFL acknowledges and agrees that this is a professional services agreement, and this agreement is not intended to be used for licensing of any bidder's proprietary software or tools. If bidder and NSFL mutually agree that the bidder provides to NSFL any proprietary software or tools of bidder or of a third party, the Parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of bidder or of a third party. Further, NSFL acknowledges that in performing Services under this Agreement bidder may use bidder's proprietary materials including without limitation any software (or any part or component thereon, tools, methodology,

processes, ideas, know- how and technology that are or were developed or owned by bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, bidder shall continue to retain all the ownership, the rights title and interests to all bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting bidder from using bidder Pre-Existing IP in any manner. To the extent that any bidder Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable under this Agreement, bidder hereby grants to NSFL a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, With the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such bidder Pre-Existing IP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize NSFL to (a) separate bidder Pre-Existing IP from the Deliverable in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the bidder Pre-Existing IP in favor of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the bidder, reverse compile or in any other way arrive at or attempt to arrive at the source code of the bidder Pre-Existing IP.

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

iii. Third Party Components: All the Intellectual Property Rights (IPR) in the third-party software or component used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ bidder's licensor and NSFL shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software or component

11.24 Limitation of Liability

i. Service Provider's aggregate liability under the Contract shall be limited to a maximum of an amount equivalent to last 12 month's realized revenue. This limitation shall not apply to claims for:
Infringement of third-party intellectual property, or breach of confidentiality; gross negligence, willful misconduct or any criminal liability.

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

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

11.25 Audit

i. NSFL would require the independent right to conduct its own audit, specifically with regard to the hardware and software used to provide services under the contract, by the Service Provider. The selected Service Provider shall allow NSFL, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the Services. In case any of the Services are further outsourced/assigned/ subcontracted to other Service Providers, it will be the responsibility of the Service Provider to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification. Where the audit requirement under this sub-clause

is in relation to the regulatory/ statutory authorities and cannot be subject to prior permission.

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

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

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

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

11.26 **Right of Publicity**

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

11.27 **Indemnity**

i.   The Service Provider assumes responsibility for and shall indemnify and keep NSFL, its directors, employees and advisors harmless from all liabilities, claims, costs,

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

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

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

iv.   Indemnification Procedure for Third-Party Claims

In the event that NSFL receives notice of the assertion of any claim or the commencement of any action by a third-party in respect of which indemnity may be sought under the provisions of this Clause 11.27, NSFL shall notify Service Provider in writing of such Third-Party Claim (such notice, a "Notice of Claim") within 10 (ten Business Days of receipt of notice thereof; provided that the failure or delay in notifying the Service Provider of such Third- Party Claim will not relieve the Service Provider of any liability it may have towards NSFL.

The Service Provider shall assume the defense or prosecution of such Third-Party Claim and any litigation resulting therefrom with counsel acceptable to NSFL and at the sole cost and expense of the Service Provider (a "Third-Party Defense"). The Service Provider shall undertake the investigation, defense, and settlement thereof in agreement with NSFL. The Service Provider will not consent to the entry of any judgment or enter into any settlement

with respect to the Third-Party Claim without the prior written consent of NSFL. NSFL may retain separate co-counsel at the expense of the Service Provider. Upon assumption of the defense of a Third-Party Claim, the Service Provider shall be conclusively deemed to have acknowledged that the Third-Party Claim is within the scope of its indemnity obligation under this Contract. The Service Provider shall conduct the Third-Party defense actively and diligently and provide copies of all correspondence and related documentation in connection with the Third-Party defense to NSFL to the extent it does not adversely affect attorney-client privilege. The Service Provider will not take any action, or omit to take any action, without the consent of NSFL, that would cause (a) any contracts, correspondence or other documents or confidential information of NSFL or its affiliates to be disclosed to a third-party or (b) any director, officer, employee or agent of NSFL to take any action related to the Third-Party Claim which could reasonably be expected to interfere with or contravene such person's duties to NSFL or its affiliates. NSFL will provide reasonable cooperation in the Third-Party defense.

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

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

If the Service Provider does not assume the Third-Party defense, NSFL shall have the right to assume the Third-Party defense with counsel of its choice at the expense of the Service Provider; provided, that NSFL shall control the investigation, defense, and settlement

thereof. NSFL shall have the right to agree to the entry of any judgment or enter any settlement with respect to the Third-Party Claim.

The Service Provider will not be entitled to assume the Third-Party defense if: (i) the Third-Party Claim seeks, in addition to or in lieu of monetary damages, any injunctive or other equitable relief, other than injunctions seeking to terminate or limit the Services; (ii) the Third- Party Claim relates to or arises in connection with any criminal action, indictment or allegation; (iii) NSFL reasonably believes an adverse   determination with respect to the Third-Party Claim would be detrimental to or injure NSFL's reputation or business prospects; (iv) Service Provider has failed or is failing to vigorously prosecute or defend such Third-Party Claim (as reasonably determined by NSFL); or (vi) the Service Provider fails to provide reasonable assurance to NSFL ARD of its financial capacity to prosecute the Third-Party Defense. In such an instance, NSFL shall have the right to assume the Third-Party Defense with counsel of its choice at the expense of the Service Provider; and NSFL shall control the investigation, defense, and settlement thereof. NSFL shall have the right to agree to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim. It is further clarified that NSFL would require the detailed indemnity clause set out as it specifically sets out the independent agreement between the parties on the rights that may be availed by NSFL against the Service Provider in the instance of breach of any obligations of the Service Provider or any claims arising against NSFL due to certain acts / omissions of the Service Provider. Indemnity is in addition to and separate from other contractual remedies available to the parties.

11.28 Force majeure

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

dispatch.

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

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

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

11.29 Resolution of Disputes

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

ii.   In case of failure to resolve the disputes and differences amicably in accordance with

Clause 11.29 prior to expiry of the Settlement Period, such unsettled dispute or difference shall be referred to and finally resolved by arbitration proceedings, at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any amendments or Re- enactments there to.

iii.   In the event of such arbitration:
The existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Contract which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

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

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

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

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

viii.   For the purpose of all notices, the following shall be the address of NSFL:
The Managing Director (CEO)
NABSAMRUDDHI Finance Limited
Ground floor, E wing C-24,
'G' Block, Bandra Kurla Complex
Bandra (East), Mumbai- 400 051
 Email:nabsamruddhi@nabard.org

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

11.30 Other Clause

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

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

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

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

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

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

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

in respect of this Contract.

11.31 Representation and Warranties

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

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

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

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

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

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

v. That the selected Service Provider shall ensure that all assets including but not limited to software's, licenses, databases, documents etc. developed, procured, deployed, and created during the terms of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.

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

fact of such use or possession during or after the term hereof.

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

viii. That all the representations and warranties as have been made by the selected Service Provider with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of the Contract. That the execution of the Services would be in accordance and in compliance with all Applicable Laws as amended from time to time and the regulatory framework governing the same.

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

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

xi. That neither the execution and delivery by the selected Service Provider of the Contract nor the selected Service Provider's compliance with or performance of the terms and provisions of the Contract will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental authority binding on the selected Service Provider nor will it conflict or be inconsistent with or result in breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the selected Service Provider is a Party or by which it or any of the property or assets is bound or to which it may be subject or violate any provision of the constitution documents of the selected Service Provider.

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

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

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

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

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

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

xviii. That no representation or warranty by it contained herein or in any other document furnished by the selected Service Provider to NSFL or to any government instrumentality in relation to the Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

xix. That the selected Service Provider shall ensure that employees of Service Provider

xx. /Third party sub-contracts who are engaged in providing the services under this Contract shall have executed/execute such confidentiality documents as may be required by NSFL and shall have confidentiality obligations not less than those prescribed under this   Contract.

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

xxii. The selected Service Provider shall be fully and completely responsible and liable for all acts, omissions, liabilities undertaken by personnel employed / engaged by the selected Service Provider and shall be solely responsible for any and all claims, payments and benefits payable to such personnel employed by the Service Provider. The selected Service Provider will not violate the intellectual property rights of third parties whilst providing the Services.

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

xxiv. The selected Service Provider agrees that NSFL shall retain real and effective control / retention of full ownership of the Deliverables and Development of Co-lending Solution at all times during and after the term of the RFP and Contract.

11.32 Deliverable Documentations

i. Detailed documentation (functional and technical) shall be provided to NSFL on all the implementation and customization done. Backup, archival, restoration and

database maintenance (specific to application functioning) shall be provided by the successful bidder duly documented. Documentation and data dictionary shall be updated and provided to NSFL after every customization.

ii. The following minimum documentation on any proposed software components must be made available in English:

1. General functional description

2. Set up and installation guide

3. User guide including:

    a. Screen layouts

    b. Report layouts

    c. Transaction processing rules

    d. Operation authorization descriptions

    e. Error correction procedure descriptions

4. Error tracking and defect resolution documentation process

5. System administrator guide including:

    a. Data base administration guide

    b. Data backup guide

    c. System security and access guide

    d. System audit trail guide

    e. Glossary of terms

    f. Necessary training for version upgrades / system maintenance

    g. Changes in usage of the system in case of major upgrades

    h. Detailed SRS (System Requirement Specifications) Document

6. High Level Architecture Document.

7. Techno – Functional Risks and Mitigation Document

8. Functionality Traceability matrix

9. High Level Design Document

10. Proof of Concept for the solution

11. Low Level Design Document

12. Test Plans

13. Comprehensive Test Cases Document (Unit, Integration and UAT Test cases)

14. Deployment Plan Document

15. Content Management Guide

16. Change Management Methodology Document

17. Security Guide

18. User Management Guide

19. Release Notes

20. BCP Guide

12 ANNEXURES

12.1 ANNEXURE I – Bid Forwarding Letter

<div align="center">(To be submitted on bidder's Letter Head)</div>

Ref. NSFL/RFP/01/2024-25/2285 _____ 2025

The Managing Director

NABSAMRUDDHI Finance Limited.

Ground floor, D-wing, Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East) Mumbai, Maharashtra - 400051

Dear Sir,

Development, Execution and Support Service of Co-lending Solution for NSFL

We, the undersigned, offer to submit our Bid in response and accordance with your tender NSFL/RFP/01/2024-25/2285 dated _____2025 having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by NSFL.

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

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

We agree to abide by this offer till 180 days from the date of last day for submission of offer (Bid).

We agree that, the rates quoted by us would serve as a rate contract for future additional services.

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

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

We understand that NSFL is not bound to accept any proposal it receives. Dated at day of_____ 2025.

Yours sincerely,

Date
Place:
Signature of Authorized Signatory:
Name of the Authorized Signatory:
Designation:
Phone:

E-mail:

Name of the Organization:
Seal:

12.2 ANNEXURE II: Details of bidder

S. N.	Particulars	Documents to be Submitted	bidder's Response (to be filled in by bidder provider)
1	Name of the bidder		
2	Year of establishment		
3	Ownership bidder		
4	Registration number and date of registration.	*Copy of Registration Certificate.*	
5	Corporate Office Address.		
6	GST Number	*Copy of GST registration*	
7	PAN No.	*Copy of PAN number.*	
8	**Promotor / Director Details**		
a	Name		
b	Designation (Promoter / Director)		
c	Mobile No.		
d	Mail Id		
9	*Address of bidder Office at Mumbai with contact numbers*		
a	Address		

b	Land Line No.	
c	Mail Id.	
10	**Contact Details of bidders authorized Representative (on whose behalf Power of Attorney issued).**	
a	Name	
b	Designation	
c	Mobile No.	
d	Mail id	
e	Specimen Full Signature and initials.	
11	**MSME Details**	
A	Whether bidder MSME (Yes/No)	
B	MSME Registration No	
C	Date till which MSME Certificate is valid.	
D	Attested Copy of MSME Certificate attached. (Yes /No)	
12	**Bank Account Details**	
A	Bank Name	
B	Account Number	
C	IFSC Code	
D	Account Type	
E	Copy of Cancelled Cheque attached. (Yes /no)	
F	Bank Mandate form as per **Annexure–XI** attached. (Yes/No).	

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

Date:

Name of the Authorized Signatory :

Place:

Designation :

Name   of Organization :

Seal:

Note:

1. Bidder response should be complete with all relevant documents attached.

2. Documentary proof, sealed and signed by authorized signatory, should be submitted.

3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. NSFL will not make any separate request for submission of such information.

4. NSFL will contact the bidder referenced customer for verifications of facts and, the bidder may ensure that the customer is intimated in this regard. Further in case NSFL feels to visit the reference customer, the bidder to take necessary approvals for the same. NSFL will not make any separate requests to the bidder's customers.

5. Proposal of the bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.

12.3 ANNEXURE III: Minimum Eligibility Criteria

Sr. No.	Eligibility Criteria	Supporting Doc	Compliance (Y/N)	Documents attached
1	The bidder must be a registered Company (Public/ Private) / PSU / PSE/ Partnership Firm / LLP in India and has been in operation in India for at least **3 years** as of the date of bid submission.	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with copies of Memorandum and Articles of Association/ Partnership Deed to be submitted along with GST Registration certificate.		
2	The average annual turnover for the three financial years, 2021-22, 2022-23 and 2023-24 of the bidders should be INR. 3.00 crores or above.	Self-attested Copies of audited financial statements, duly certified by the auditor along with the auditor's report, are to be enclosed.		
3	The net worth of the bidder firm (manufacturer or principal of authorized representative) should be positive as on 31 March 2024	Self-attested Copies of audited financial statements duly certified by the auditor along with the auditor's report to be enclosed.		
4	The proposed End-to-End Co- lending Solution [comprising of at least one of Retail, MSME, or Agriculture modules] should have been implemented by bidder/OEM [not necessarily by the bidder**] and in production with at least ONE Scheduled Commercial Bank (Public/Private)/ NBFC in	The bidder is to submit certificates along with a copy of the Purchase Order along with go live/ reference letter/ invoice to the effect that the solution is implemented and working satisfactorily.		

	India with a minimum of 50 branches as on the date of submission of the bid. ** - These implementations of the solution need not necessarily be implemented by the bidder participating as SI in this bid.			
5	The bidder shall be the OEM of the proposed Co-lending Solution or authorized dealer/system integrator. The bidder will be responsible for solution implementation and maintenance support under warranty/ AMC of the proposed solution during the contract period. OEM should have its development & support center in India. This should be a full-fledged establishment and not created for the submission of this Bid.	If the applicant is an OEM, an Undertaking Letter has to be submitted to this effect. If the bidder is an authorized dealer/system integrator, an Authorization letter from their OEM to deal/market their product in India and it should be valid for a minimum period of six years from the date of RFP. The OEM authorization letter to confirm their willingness to enter a Tri-Partite Agreement as per terms of NSFL, which will be shared with the successful bidder Self-declaration with the necessary proof to be submitted for OEM development and support centers in India,		
6	The bidder should have the ability to provide on-site resources in Mumbai at NSFL desired location for implementation and support as per the need of NSFL with an adequate number of engineers having expertise & experience in understanding & implementing the technical, operational Banking, business, functional, report level	Undertaking from the bidder on bidder's letterhead signed by the authorized signatory of the bidder.		

	requirements of NSFL and regulatory requirements for each module of proposed Co-lending solution.			
7	The bidder should have at least 20 technical resources (In India) on its roles across areas such as Technical Architecture, Engineering/ Development/ Testing in (Web/ Mobile), Design Engineering (UI/UX Designers), Business Analyst / Subject Matter Expert - -) – (excluding the resources in support and Maintenance Activities) as on the date of RFP.(check with prospective bidders)	Undertaking from the bidder on the bidder's letterhead signed by the authorized signatory of the bidder.		
8	The bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners has not participated in the bid process.	Self-certified letter signed by authorized official of the bidder to be submitted.		
9	The bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the bidder or its Affiliates/ Group Companies/	Self-Declaration on bidder's Letterhead signed by the authorized signatory.		

86

	member firms, nor from any project or agreement nor had any agreement terminated for breach by such bidder or of its Affiliates/ Group Companies/ member firms			
10	Bidder should not be insolvent, in receivership, Bankrupt, or being wound up. The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid.	Self-Declaration on bidder's Letterhead signed by the authorized signatory. Technical bid without Bill of Materials will be liable for rejection.		
11	The bidder to submit the complete architecture, hardware requirement for end-to-end functioning of the Solution as part of Technical bid submitted to NSFL.	Complete details of the hardware (at Data Center, DR Site, NDR, UAT & for Training Set-up), Operating System / Database required and network architecture of the Solution offered to be submitted by the bidder by means of diagrammatic/ pictorial representations along with details of other required infrastructure expected from NSFL.		
12	The bidder should submit the detailed bill of material covering all the software components being supplied as part of the solution with details of the required infrastructure from NSFL.	The Detailed bill of material covering all the software components being supplied as part of the solution to be furnished along with the technical bid.		
13	The bidder to submit their compliance on the Technical and Functional Requirements as per the provided formats.	The Compliance on the Technical and Functional Requirements to be submitted and no column should be left blank. Technical documentation as proof of technical compliance also to be submitted along with the		

		technical bid wherever possible.		
14	The bidder / OEM should submit a certificate to the effect that the latest version of the solution/ product is proposed to be delivered to NSFL as part of this RFP.	The bidder / OEM should submit a certificate to the effect that the latest version of the solution/ product is proposed to be delivered to NSFL as part of this RFP. The bidder/ OEM to confirm that any incremental versions/ patches/ bug fixes released as part of the current version will be delivered to NSFL within the scope of the contract.		
15	The bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of NSFL	Self-Declaration on bidder's Letterhead signed by the authorized signatory.		
16	Copies of Purchase Orders with invoice or Letter of Satisfactory Installation and Performance from any FIs (NBFCs or Banks) must be submitted by the bidder for claiming both the OEM implementations as well as bidders implementations of Co-lending Solution			
17	**Non Blacklisting** The bidder should not have been blacklisted by any Bank, Financial Institution, Govt.'s in the last 3 financial years.	Bidder should submit a declaration to the effect as per the format provided in Annexure-VII. If this declaration is found to be false, NSFL shall have the right to reject bidder's offer and if the Bid has resulted in a contract, the contract is liable to be terminated		
18	No Partnership/ Consortium bidding is allowed.	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory		

| 19 | The bidder should not have been debarred from bidding in any previous bidding. | Non-debarment undertaking shall be furnished on the letterhead of the bidder. | | |

12.4 ANNEXURE IV – Evaluation Methodology

4.1 Evaluation by the Technical Evaluation Committee

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

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

Stage	Particulars	Weighted Maximum Score
Stage A (70% weight in Technical Score)	Compliance with Technical Requirements	70
Stage B (10% weight in Technical Score)	Presentation by bidder	10
Stage C (10% in weight in Technical Score)	Minimum 1 reference of similar nature project and One Site visit preferably Mumbai	10
Stage D (10% in weight in Technical Score)	Proof of Concept	10

The scoring methodology for Technical Bid components is explained in the following paragraphs.
Scores for the above individual parameters shall be added to determine the technical scores of the bidders. The bidder with the highest technical score shall be ranked as T1.

4.2 Scoring Methodology for Stage A

a. The bidder should provide a response to each of the requirements listed in Annexure XIX. The response should specify whether the Co-lending Solution proposed by the bidder is compliant with the requirement or not.

b. Bidder is required to put the Score in response column in Technical Specifications (Annexure XIX). Further, the remarks column is to enable the bidder to indicate if the desirable feature is available is at an additional cost, the additional cost should be provided at Point E of Commercial Bid (Annexure V).

c. If a feature & functionality is not available in the product/ solution offered but can be made available as an optional/ add-on feature at an additional cost, the vendor score for that item shall be marked as 0 and the fact that the feature is available at an extra cost should be mentioned in the Remarks column by the bidder. The prices for all such optional / add-on products, must be listed separately in Point E of Commercial Bid (Annexure V) and reference to the relevant feature numbers must be provided thereof.

4.3 Scoring Methodology for Stage B

a. The bidder should present the proposed solution and its functionalities, plan of implementation, plan to manage day to day affairs of project.

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

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

4.4 Scoring Methodology for Stage C.

a. The bidder shall provide reference projects of similar nature with detailed implementation scope of work and implantation of projects.

b. The bidder shall provide one reference for a site visit preferably in Mumbai.

4.5 Scoring Methodology for Stage D

Bidder shall provide a proof of concept (POC) on various parameters as indicated in the Annexure XIX.

12.5 ANNEXURE V – Commercial Bid

The commercial bid should contain the total project cost, on a fixed cost basis. NSFL will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, air fares, train fares etc. The bidder, has read and examined the aforesaid RFP document in detail, do hereby give the best commercials as below enclosing the required documents:

The format for the commercial bid is given below:

A. Annual charges for Assets (including taxes)

Sr.	Description	Qty (a)	AUM% (b)	Total price (Rs.) $(c=a \times (b/100))$
A.1	Annual Charges for Assets under management – For Assets worth Rs. ____ Crores	Rs.____ Crores	XXX	XXX
A.2	Tax [..... %]			XXX
	Total charges [A.1+A.2] for Assets for 5 years [c X 5][A]			XXX

B. Cost for Implementation of base platform:

Sr. No.	Particulars	Total (Rs.) (including tax)
B.1	Cost of Implementation – of base platform	xxx
B.2	Tax [..... %]	xxx
	Total Implementation Fee [B.1+B.2][B]	xxx

C. Onsite resources cost.

Sr.	Name of the Item	Qty	Year 1	Year 2	Year 3	Year 4	Year 5
1	Cost of on-site Support/ development Engineer	1					
Total in Rs.							
Total in words.							

i. It would be the bidder's responsibility to identify and factor the cost of each commercial item mentioned in this RFP document during submission of commercial bids. In case any such item is left out and noticed after completion of commercial evaluation, the selected bidder (Service Provider) should provide the services at its own cost. These rates shall hold true throughout the project tenure plus extended period, if so and as may be required by NSFL.

ii. The resources should be Information technology engineering graduates.

iii. NSFL reserves the right to accept the manpower deployed by the bidder; bidder must within 7 days replace the resource in case NSFL's official find the deployed resource incompatible as per the required skillset. Bidder shall be entirely responsible for the resource's cost, performance, behavior, discipline, and all labour/tax related compliance as the resource shall not be of NSFL; he/she shall be bidder's employee deployed on site at NSFL at NSFL's demand and requirement.

iv. The vendor in consultation with NSFL shall deploy engineers and provide one month's notice for any changes to the engineers.

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

D. Training

Sr.	Name of the Item	Batches	Unit cost (a)	Taxes(b)	Total Cost (a+b)	Remarks, if any
1	Core Team training	1				
2	Technical use Training	1				
3	e-learning Module for users	1				
	Total (Rs.)					
	Total in words					

Bidder will extend additional training services, if required by the NSFL, anytime during

the contract period at the unit rate mentioned above for respective type of training. NSFL will make additional payment at the unit rate quoted by the bidder and finalized in the contract for respective type of additional trainings beyond the scope of this tender.

E. Change Request – 500 man-days.

Sr.	Name of the Item	Unit cost(a)	Cost for 500 man-days (b) (a*500)	Tax(c)	Total Cost (b+c)	Remarks, if any
1	Man-day cost for change request					

The rate of change request after exceeding 500 man-days shall be paid at the same unit cost per man-day during the contract period.

F. Any Other Cost (if applicable)

SN	Name of the Item	Unit cost(a)	Taxes(b)	Total Cost (a+b)	Remarks, if any
1					
2					
	Total				

Total Cost

SN	Name of the Item	Total Cost of each item from the above tables (Rs.)
A		
B		
C		
D		
E		

F					
	TOTAL				
	TOTAL in words				

The Commercial bid should state the following explicitly:

• Total Cost (will include Service Hosting Charges and any other charges which may be tabulated separately) and applicable Taxes.

• The total cost of the products and services quoted above, are accounted for and are valid for the entire Contract period after successful acceptance by the NSFL.

• The total tax applicable based on rates effective at the time of the Bid response.

• The total GST and other duties on the software products/any other proposed component of the bid, based on rates effective at the time of the Bid response.

Name and Signature of the bidder:
Business Address:

A. Service Hosting Charges:

Sr. No.	Service	Per Transaction Definition	Estimated no. of Service Calls for TCO calculation (A)	Cost per Service Completion (B)in Rupees (including taxes)	Total Service Cost (A*B) (Rupees in Lakhs) [including taxes]
1	Aadhaar	Instantly verify the identity of the Aadhaar holder and pre-populate demographic data	XXX	XXX	XXX

		including address as captured in the UIDAI database, for a single applicant.			
2	PAN	Make an online verification of PAN and pre- populate associated PAN data by accessing the NSDL database securely, for a single applicant.	XXX	XXX	XXX
3	Other OVDs	POI and POA verification on the basis of other OVDs	XXX	XXX	XXX
4	Utility Bills – Telecom	Authenticate identity of the applicant, and fetch available data (including name, address, last 12-month payment history etc.) with telecom databases, for a single loan applicant, including name and address match.	XXX	XXX	XXX
5	Utility Bills – Electricity	Authenticate identity of the applicant, and fetch available data (including name, address, last 12-month payment history etc.) with utility databases, for a single loan applicant, including name and address match.	XXX	XXX	XXX

6	Utility Bills – Others	Authenticate identity of the applicant, and fetch available data (including name, address, last12-month payment history etc.) with respective databases, for a single loan applicant, including name and address match.	XXX	XXX	XXX
7	EPFO	Authenticate identify of the applicant and prepopulate information available in EPFO database for a single loan applicant or Business Loan Applicant.	XXX	XXX	XXX
8	Vahan	Authenticate identify of the applicant and prepopulate available asset information available in VAAHAN database, for a single applicant.	XXX	XXX	XXX
9	CERSAI	Instant property verification and authentication of applicant / property data, for a single applicant.	XXX	XXX	XXX
		Extract, store and			

RFP for Co-lending Solution

10	OCR & Document Compression	display data from standard documents including PAN, Aadhaar, Driving License, Voter ID, Passport, Cheque for a single applicant.	XXX	XXX	XXX
11	Account statement analysis	Bank statement analysis for single/multiple Bank accounts for at least one year including combining multiple statements [for example monthly/quarterly statements] for a single applicant through upload or net Banking login, would be considered as a single transaction, including name and address match. [Fetched from Net Banking or CBS or e- statement in pdf]	XXX	XXX	XXX
		Bank statement analysis for single/multiple Bank accounts for at least one year including combining multiple statements [for example monthly/ quarterly			

12	Account statement analysis	statements] for a single applicant through upload or net Banking login, would be considered as a single transaction, including name and address match. [Fetched from scanned statement as image]	XXX	XXX	XXX
13	Account Statement Analysis and Automated CAM	Generation of automatic financial report with different ratios (income Statement ratio, Profitability ratio, Liquidity ratios etc.) charts, graphs, predictive patterns and comments explaining the ratios, data and its movement over two sets of dates along with cross analysis of data from different sources like MCA, ITR, GST, credit bureau etc. and presenting this information in NSFL's approved credit Appraisal/ processing formats.	XXX	XXX	XXX
		Customer Banking Preferences, Analysis of transaction Data. Wallet Identifier,			

14	Spend Analyzer & Portfolio Builder	Payment Account Reference, customer preferences and categorization in various income & Expense categories. Identify patterns & trends to forecast future behavior, Data of Customers Sourcing insurance. Mutual Funds, and Personal Finance. Identify recurring payments and provide alerts. Identify Financial Assets & Liabilities. Calculate Net worth	XXX	XXX	XXX
15	Fraud Check	To identify Behavioral & document/data triggers like Font style tampered document, irregular salary credit, Face Match, Name Match etc.	XXX	XXX	XXX
16	Anti-Money Laundering (AML)		XXX	XXX	XXX
17	Digital Footprint & Social Media Data	Digital footprint of the users to be captured and analyzed to identify fraud risk and customer sentiment.	XXX	XXX	XXX
		Extraction of data from Digitized			

18	Document Digitization & Extraction	documents and Populating in relevant Fields or making it available for further analysis (e.g. of documents: PAN, Aadhaar, Voter Card, Passport Driving Licenses	XXX	XXX	XXX
19	ITR and Form 26 AS	Data fetch, store, process and analyze 3 years of ITR data for a single applicant, would be considered as a single transaction. [Fetch via scanned ITR/ITRv ? Form 26AS Forms]	XXX	XXX	XXX
20	ITR and Form 26 AS	Data fetch, store, process and analyze 3 years of ITR data for a single applicant, would be considered as a single transaction. [	XXX	XXX	XXX
21	ITR and Form 26 AS	Data fetch, store, process and analyze 3 years of ITR data for a single applicant, would be considered as a single transaction. [ITR Filing Status Check, Per PAN for per data fetch]	XXX	XXX	XXX
		GST verification data fetch, store, process and analyze 1- year GST data for			

22	GST	a single applicant, would be considered as a single transaction. [Fetch from GST via API or e-forms in pdf]	XXX	XXX	XXX
23	GST	GST verification data fetch, store, process and analyze 1- year GST data for a single applicant, would be considered as a single transaction. [Fetch from image scanned pdf]	XXX	XXX	XXX
24	MCA	Data fetch, store, process and analyze 3 years of financial data and other details available in the MCA database for a single applicant, would be considered as a single transaction. [excluding direct cost incurred on MCA website which will be on actuals]	XXX	XXX	XXX
25	Mobile Metadat a / SMS	Fetch, process and analyze borrower's mobile and SMS data and provide output parameters including but not limited # of Bank accounts # of credit cards, average	XXX	XXX	XXX

	Scraping	monthly balance, most recent transaction most frequent transaction, utility bill payments, etc. for a single loan applicant.			
26	Multi-Bureau	Bureau scores and reports as required will be fetched and analyzed for a single loan applicant. location of a single loan applicant, including face / photo match.	XXX	XXX	XXX
27	Defaulter Lists	MCA Defaulter List, Willful Defaulters, SEBI/RBI/Other government authorities Debarred list.	XXX	XXX	XXX
28	Legal Data Analysis	Fetching of Legal Background records for individual/corporate customers from Supreme Court, High Court, E-Court, Consumer Court, All tribunals etc.	XXX	XXX	XXX
29	Legal Entity Identifier	Legal Entity Identifier verification	XXX	XXX	XXX
30	External Credit rating	External Credit Ratings check [Credit Rating data fetch per applicant]	XXX	XXX	XXX
		Per single			

31	ESIC verification	verification service (for any one mentioned service) will be considered as a single transaction	XXX	XXX	XXX
32	Registration Details	Registration validation like Udyam Registration, FSSAI, FDA, Shop & Establishment, BIS, ISO Certifications, EPFO, UDIN etc.	XXX	XXX	XXX
33	Multi-Bureau (Commercial)	Bureau scores and reports as required will be fetched and analyzed for a single loan applicant. .	XXX	XXX	XXX
E.1	Total Fintech / Service Hosting Charges for 5 years				XXX
E.2	Tax [.... %]				XXX
Total Fintech / Service Hosting Charges including taxes [E.1+E2] (E)					

12.6 ANNEXURE VI – Letter of Authorization to Bid

(To be executed on non-judicial stamp paper of Rs.500/-)

Ref. NSFL/RFP/01/2024-25/2285   _____ 2025

The   Managing   Director
NABSAMRUDDHI Finance Limited.
Ground floor, D-Wing, Plot No. C-24, 'G'
Block, Bandra-Kurla Complex, Bandra
(East) Mumbai, Maharashtra - 400051
Dear Sir,

Subject: Authorization Letter for submitting Bid documents.
Your Ref. NSFL/RFP/01/2024-25/2285
This has reference to your above RFP for Development, Execution and Support Service of Co-lending Solution for NSFL. Mr./Mrs./Miss_____
is hereby authorized to submit the Bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organization for all the services / systems/ goods required by NSFL as called for vide the NSFL's request for
proposal vide RFP --------------dated on behalf of our organization.

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

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

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

12.7 ANNEXURE VII – Non-Blacklisting

(on Organization's letterhead)

To the best of our knowledge and as per records available with the Company, we hereby declare that we have not been placed on any blacklist, declared by any Bank, Financial Institution, GoI's bidder Blacklist, except as indicated below:

(Here give particulars of blacklisting and in the absence thereof state "NIL")

It is also understood that if this declaration is found to be false in any particular, NSFL shall have the right to reject my/our Bid, and if the Bid has resulted in a contract, the contract is liable to be terminated.
We Also declare that
i) we have not convicted of an offence under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law.
ii) we are not politically exposed person
NSFL may debar us or any of our successors, from participating in any procurement process, for a period not exceeding two years, if it is determined that we have breached the code of integrity.

Signature of bidder:_____

 Place:

Date:

Name of Signatory: _____

12.8 ANNEXURE VIII – Earnest Money Deposit/Bid Security

Ref. NSFL/RFP/01/2024-25/2285 _____2025

The Managing Director
NABSAMRUDDHI Finance Limited.
Ground floor, D-wing, Plot No. C-24, 'G'
Block, Bandra-Kurla Complex, Bandra
(East) Mumbai, Maharashtra – 400051

Dear Sir

WHEREAS the NABSAMRUDDHI Finance limited, a Company corporate under Companies Act 2013 (hereinafter referred to as NSFL, which expression shall, include its successors and assigns) has invited tenders for Development, Execution and Support Service of Co-lending Solution for NSFL.

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

(3) AND WHEREAS it is one of the conditions of the said tender that the Tenderer shall deposit with the NSFL at the time of submitting the tender a sum of `---------- /- (Rupees ---

------------------------ only) as and by way of Bid Security (BS), which BS shall not bear

any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by NSFL, failing to observe any of the terms and conditions of the tender or the Tenderer not supplying the said software to the satisfaction of NSFL and / or its Consultants.

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

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

We _____Bank further covenant that:

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

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

(c) that the decision of NSFL on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration, or other authority.

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

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

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

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

(h) that we hereby agree that this guarantee shall be valid and be in force for a period of 180 days, i.e. up to _____ and we hereby agree to renew this guarantee for such further period or periods at the request of NSFL in the event of the works specified in the Tender are finally awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.

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

Yours faithfully

For and on behalf of Bank

_____

(Authorized Official)

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

12.9 ANNEXURE IX – Pre-Contract Integrity Pact

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

PRE-CONTRACT INTEGRITY PACT
(To be submitted on ₹200.00 Stamp Paper)
Between
National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as **"The Principal"**
And
.... hereinafter referred to as **"The bidder/Contractor"**

Preamble

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

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

Section 1 - Commitments of the Principal

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

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential / additional information through which the bidder(s) could obtain an in relation to the tender process or the contract execution.

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

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

Section 2 - Commitments of the bidder(s)/Contractor(s)

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

execution:

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

(1) The bidder declares that no previous transgressions occurred in the last three years with

any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all bidders / Contractors/ Subcontractors

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

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

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

Section 7 - Criminal charges against violating bidders(s) / Contractor(s)/ Subcontractor(s)

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

Section 8 - Independent External Monitor

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

The Independent External Monitor appointed for NABARD is

Shri Jagdeep Kumar Ghai

PTA & FS(Retd)

Flat No.1032, A wing,

Vanashree Society,

Sector 58 A&B, Palm Beach Road,

Nerul, Navi Mumbai Pin 400 706

Email Id: jkghai@gmail.com

Mobile: 9869422244

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

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

(4) The monitor is under contractual obligation to treat the information and documents of

the bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

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

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

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

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

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 - Other provisions

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

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

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

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

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

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

_____   _____

(For & On behalf of the Principal)   (For & On behalf of the bidder/Contractor)

(Office Seal)   (Office Seal)

Place _____

Date _____

12.10 ANNEXURE X – Statement of Deviations

The Statement of Deviation allows a bidder to request for deviations in their scope of work. The specific clause referred to in Annexure I is a representation that the bidder will abide by all terms of the RFP.

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.

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

Tender No: NSFL/48/ NTPL-10/2024-25				
Sr. No.	Page Number	Section Number	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				

Authorized Signatories

Name: _____

Designation: _____

Company Seal: _____

12.11 ANNEXURE XI – Bank Mandate Form

(To be submitted in Duplicate)

1.	Name of bidder/Organization	
2	Address of the bidder/Organization	

	City		E-mail id	
	Pin Code		Mobile: No.	
	Phone No. with STD code			
3	Permanent Account Number			
4	GST Number			
5	MSE Registration / CA Certificate 3 (if applicable)			

Particulars of Bank account:

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

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

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

Place:

Date:

Signature of the party / Authorized Signatory

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

NSFL's stamp

(Signature of the Authorized Official from NSFL's)

Date:

12.12 ANNEXURE XII – Compliance Statement

(To be submitted on bidder's letterhead)

Declaration

Ref. NSFL/RFP/01/2024-25/2285 _____ 2025

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

NSFL reserves the right to reject the Bid, if the Bid is not submitted in proper format as per RFP.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:
Date:

12.13 ANNEXURE XIII – Non Disclosure Agreement

(To be executed on a non-judicial stamped paper of requisite value (200) based on place of execution)

This Non-Disclosure Agreement made and entered into at .... this....... day of .... 2025 BY AND BETWEEN ....Company

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

AND

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

The bidder and NSFL are hereinafter collectively referred to as "Parties" And individually as "Party".

WHEREAS:

1. NABSAMRUDDHI Finance Limited, (NSFL) is a NBFC which promotes non agri sector with an ESG focus primarily through wholesale finance to NBFCs/NBFC-MFI/HFCs/Section 8 companies and Trust. Recognizing the significance of expanding into retail lending segment, it is proposed to adopt a strategic approach of Co-lending and has floated a Request for Proposal to appoint a bidder for Development, Execution and Support Service of Co-lending Solution, the scope of which is specified in RFP Ref. NSFL/RFP/01/2024-25/2285 dated 21 January 2025 and whereas

2. The bidder proposes to Bid for the work through an RFP process. In the course of such assignment, it is anticipated that NSFL or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the bidder some Confidential Information (as hereinafter defined), to enable the bidder to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration

of the above premises and NSFL granting the bidder and or his agents, representatives to have specific access to NSFL property / information and other data it is hereby agreed by and between the Parties hereto as follows:

1.   Definitions

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

(ii)   "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge,

technology, licenses, databases, computer programs, software, know- how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

2.   Confidentiality

i)   The bidder may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above. Bidder shall not, without prior written permission of NSFL, use or disclose for its own or any third party's benefit any Confidential Information received hereunder for purposes other than the Purpose.

ii)   Confidential Information shall at all times remain the sole and exclusive property of NSFL. Upon termination of this Agreement, Confidential information shall be returned to NSFL or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NSFL in respect of the Confidential Information.

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

iv)   In the event bidder is legally compelled to disclose any Confidential Information in a judicial, administrative or governmental proceeding, bidder shall give sufficient notice of 45 days to NSFL to the extent possible before such disclosure is to be made to competent authority/ies. Bidder shall not disclose to any third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NSFL. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the bidder will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

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

vi)   Bidder may disclose Confidential Information to its Affiliates if and to the extent this is required to achieve the Purpose provided that such Affiliates are bound by obligations of confidentiality and limited use at least as restrictive as those set forth herein, and further provided that any breach thereof by such Affiliates shall be deemed a breach by bidder hereunder.

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

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

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

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

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

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

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

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

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

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

3.   Publications

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

4.   Term

This Agreement shall be effective from the date of execution hereof and shall continue till expiration of the Purpose or termination of this Agreement by NSFL, whichever is earlier.

The bidder hereby agrees and undertakes to NSFL that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NSFL, promptly return or destroy, under information to NSFL, all information received by it from NSFL for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The bidder further agrees and undertake to certify in writing to NSFL that the obligations set forth in this Agreement have been fully complied with.

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

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

7. Remedies

The bidder acknowledges that the confidential nature of Confidential Information and breach of any provision of this Agreement by the bidder will result in irreparable damage to NSFL for which monetary compensation may not be adequate and agrees that, if it or

any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NSFL shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the bidder, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NSFL shall include NSFL's costs and expenses of enforcement (including the attorney's fees).

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

b.   The bidder acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that NSFL shall be entitled, without waiving any of its rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction, NSFL shall also have the right to impose the following consequences on the bidder.

a.   Suspension of access privileges for bidder

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

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

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

8.   Entire Agreement, Amendment, Assignment

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

Neither Party shall be obligated to the other hereunder to enter into any further contractual arrangements. Disclosure of Confidential Information hereunder shall be limited to the

Purpose; and further agreements, if any, shall be subject to terms and conditions to be mutually agreed by both Parties.

9.   Miscellaneous

a.   Any software, material and documentation provided under this Agreement is provided with Restricted Rights.

b.   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.

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

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

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

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

g.   Nothing contained herein shall be deemed to be an obligation on NSFL to disclose any Confidential Information.

h.   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.

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

## 10.	Suggestions and Feedback

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

## 11.	Governing Law

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

BUYER	BIDDER
Name of the Officer	Managing Director
Designation	Organization
NSFL	
Witness	Witness
1. _____	1._____
2. _____	2._____

12.14 ANNEXURE XIV −Performance Bank Guarantee Format

(to be executed on a non-judicial stamped paper of appropriate value)

In consideration of NABSAMRUDDHI Finance Limited (NSFL) having Corporate Office at Plot C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051 (hereinafter referred to as "Purchaser") having agreed to undertake the Co-lending Solution   for NSFL (hereinafter referred to   as "Services") from _____ (hereinafter referred to as "Contractor") on the terms and conditions contained in the RFP (Ref. NSFL/RFP/01/2024-25/2285 Dated _____ 2025) and their agreement (hereinafter referred to as the "Contract") and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the Co-lending Solution (hereinafter referred to as "Proposed Services") as per the terms and conditions as set forth in the said Contract and also guaranteeing the Proposed Services as per the terms and conditions of the said Contract;

1)   We,   (Bank) (hereinafter called " Bank "), in consideration of

the premises and at the request of the Contractor, do hereby guarantee and undertake to pay to the Purchaser, forthwith on mere demand and without any demur, at any time up to_____202_ (validity date of BG) money or monies not exceeding a total sum of Rs   /- (Rupees   only) as may be claimed by the Purchaser to be due from the Contractor by way of loss or damage caused to or would be caused to or suffered by the Purchaser on failure of the Contractor to provide Proposed Services as per the terms and conditions of the said Contract ("Guarantee").

2)   Notwithstanding anything to the contrary, the decision of the Purchaser as to whether the Contractor has failed to provide Proposed Services as per the terms and conditions of the said Contract will be final and binding on the Bank and   the Bank shall not be entitled to ask the Purchaser to establish its claim or claims under this Guarantee but shall pay the same to the Purchaser forthwith on mere demand without

any demur, reservation, recourse, contest or protest and/ or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, arbitrator, or any other authority.

3)   This Guarantee shall expire on 202- (validity date) without prejudice to the Purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e.   202- .

4)   The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the Purchaser under or by virtue of the said Contract have been duly paid and its claims satisfied or discharged or the Purchaser certifies that the terms and conditions of the said Contract have been fully carried out by the Contractor and accordingly discharges the Guarantee.

5)   In order to give full effect to the Guarantee herein contained, the Purchaser shall be entitled to act as if we are Purchaser's principal debtors in respect of all the claims of the Purchaser against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6)   The Bank agrees with the Purchaser that the Purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the Purchaser against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the Contractor for any forbearance, act or omission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under the

law relating to sureties would, but for this provision, have the effect of so relieving NSFL.

7) The Guarantee shall not be affected by any change in the constitution of the Contractor or Bank nor shall it be affected by any change in the constitution of the Purchaser by any amalgamation or absorption or with the Contractor, Bank or the Purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the Contractor heretofore mentioned for the same Contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncancelled and Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by Bank on behalf of the Contractor heretofore mentioned for the same Contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or corporate post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contained herein: -

i.   Our liability under this Guarantee shall not exceed ₹. /- (Rupees only) ;
ii.   This Guarantee shall be valid up to   (validity date) ;

iii.   Unless actions to enforce the claims is filed on or before   (validity date) all rights under the said Guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

iv.   The Bank is liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if the Purchaser serves upon the Bank a written claim or demand on or before   (validity date)

11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this   day of 2025 at
For and on behalf of Bank.

sd/-

Dated this ------- ----- day of   2025 at

For and on behalf of—-— Bank.

Sd/

12.15 ANNEXURE XV – Contract Form

(to be executed on Non-judicial stamp paper of appropriate value)

NABSAMRUDDHI Finance Limited (NSFL), a Company corporate under Companies Act 2013, and having its Corporate Office at Plot C-24, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400051, represented by Shr. _____,
CEO, NSFL, hereinafter called the NSFL / Purchaser, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assignee of one part; and

M/s _____ (Name of the bidder/Service Provider), a Company/a Firm/ duly corporate/incorporated _____Act, having its Corporate Office/ Corporate Office/ Corporate Office at _____ (City & Country of bidder/Supplier), represented by Shri/Smt. _____, (Designation) _____hereinafter referred to as the "the Supplier" / "bidder", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignee of Other Part.

WHEREAS the Purchaser is desirous that services related to Co-lending Solution for NSFL should be provided by the Supplier viz., (Brief Description of Goods, Services and Consultancy) and has accepted a Bid by the Supplier of Co-lending Solution for NSFL in the sum of ₹ _____ (Contract Price in Words and Figures) (hereinafter "the Contract Price").

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1.   In this Contract words and expressions shall have the same meanings as are respectively assigned to them in RFP.

2.   The following documents shall be deemed to form and be read and construed as part of this Contract along-with RFP, viz.:

  a) The Bid form, price schedule and all other documents submitted by the bidder in response to the RFP;

b)   The Scope of Work;

c)   The special terms and conditions provided under the RFP;

d)   The Service Level Agreement;

e)   The general terms and conditions provided under the RFP;

f)   The Purchaser's Notification of Award

However, in case of any conflict clauses between this Contract and the RFP or its enclosures, the provisions of RFP shall prevail.

3.   In consideration of the Contract Price, the Supplier hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4.   The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5.   Brief particulars of the services which shall be supplied/provided by the Supplier are as set out in Annexure XVIII, attached hereto.

6.   Independent Contractor
This Contract does not set up or create an employer/employee relationship, partnership of any kind, an association or trust between the Parties, each Party being individually responsible only for its obligations as set out in this Agreement. Parties agree that their relationship is one of independent contractors. Neither Party is authorized or empowered to act as agent for the other for any purpose and neither Party shall on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other. Employees/workmen of neither Party shall be construed or treated as the workmen/employees of the other Party or place any obligation or liability in respect of any such workmen/employee upon the other Party, including without limitation, worker's compensation, disability insurance, leave or sick pay.

7.   Dispute Resolution, Governing Law and Jurisdiction
a.   This Agreement shall be governed by the laws of India.
b.   All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date

of appointment of both the respective senior representatives ("Settlement Period").

c.   In case of failure to resolve the disputes and differences amicably as per the mechanism set out in Clause 7.b prior to expiry of the Settlement Period, such unsettled dispute or difference shall be referred to and finally resolved by arbitration the said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitrations and conciliation Act, 1996 or any amendments or Re- enactments thereto

i.   the venue and seat of the arbitration shall be Mumbai;

ii.   the tribunal shall consist of 3 (three) arbitrators; 1 (one) to be appointed by NSFL, 1 (one) to be appointed by the Supplier, and the third to be appointed by the 2 (two) arbitrators. If either NSFL or the Supplier fails to appoint an arbitrator as set out in this Clause 7 (Dispute Resolution, Governing Law   and Jurisdiction), the arbitrator of such party shall be appointed in accordance with the MCIA Rules;

iii.   the language of the arbitration shall be English;
iv.   the arbitration awards shall be reasoned and shall be final and binding on the disputing Parties and may be specifically enforced by any court of competent jurisdiction;

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

vi.   the existence and content of any arbitration proceeding, and any award thereof shall be confidential among the Parties, and subject to the terms of Confidentiality clause of the RFP; and

vii.   the existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

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

e.   All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and subject to the arbitration provisions above, courts in Mumbai only shall have jurisdiction to determine the same.

8.   SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the Agreement, the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.

9.   WAIVER

The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder or thereunder, will not constitute a waiver thereof and will not cause a diminution of the obligations established by this Agreement. A waiver of any default will not constitute a waiver of any subsequent default. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

10.   COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" ("pdf") shall be as effective as signing and delivering the counterpart in person.

11.   ENTIRE AGREEMENT AND AMENDMENTS

a.   This Agreement shall be deemed to be incorporated as part of the Principal Agreement by reference. This Agreement along with the Principal Agreement shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

b.   No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.

12.   FURTHER ASSURANCE

The Parties shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as reasonably required to give effect to the provisions of this Agreement.

13.   NOTICES

a.   Any notice or other communication to be given by one Party to any other Party under, or in connection with, this Agreement shall be made in writing and signed by, or on behalf of, the Party giving it.

b.   Service of a notice shall be effected by one of the following methods:

i.   by hand to the relevant address set out in Clause 13.d (Address for Service) and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or

ii.   by prepaid first-class post to the relevant address set out in Clause 13.d (Address for Service) and shall be deemed served at the start of the second Business Day after the date of posting; or

iii.   by prepaid international airmail to the relevant address set out in Clause 13.d (Address for Service) and shall be deemed served at the start of the fourth Business Day after the date of posting; or

iv.   by email, to the relevant email address set out in Clause 13.d (Address for Service) and shall be deemed served on the day when the sending of the email is recorded on the sender's computer, unless the sender receives a message from its internet service provider or the recipient's mail server indicating unsuccessful transmission. Any such email should be followed by service of the notice through one of the methods in 13.b.i through 13.b.iii, within 3 (three) Business Days of such email being deemed as served pursuant to this sub- 13.b.iv.

c.   In Clause 13.b (Method of Service), "during a Business Day" means any time between

9.30 am and 5.30 pm on a Business Day (excluding Saturday and Sunday) based on the local time where the recipient of the notice is located. References to "the start of a Business Day" and "the end of a Business Day" shall be construed accordingly.

d.   Notices shall be addressed as follows:

In case of notice to NSFL
Name: [Insert]
Address: [Insert]
Email address: [Insert]

To the attention of: [Insert]

In case of notice to Supplier

Name: [Insert]
Address: [Insert]
Email address: [Insert]
To the attention of: [Insert]

e.   Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 7 (Seven) Business Days' prior written notice. Until the end of such notice period, service on either address shall remain effective.

14.   SPECIFIC PERFORMANCE

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Parties from committing any violation or to enforce the performance of the covenants, representations and warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Parties may have at law or in equity, including without limitation a right for damages.

15.   SURVIVAL

Any provision of or obligation under this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement or which

by their nature survive termination shall survive any such termination or expiration, and shall continue in full force and effect.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the	Signed, Sealed and Delivered by the
(Name & Designation) for and on behalf of , One Part (the bidder)	(Name & Designation) for and on behalf of NSFL, One Part (the Purchaser)
Witness	Witness
1.	1.

2.   2.

RFP for Co-lending Solution

12.16 ANNEXURE XVI – Service Level Agreement

SERVICE LEVEL AGREEMENT FOR Development, Execution and Support Service of Co-lending Solution

This SERVICE LEVEL AGREEMENT, made on this   (day) of   ,
2025 (hereinafter referred to as the "SLA/Agreement")

BY AND BETWEEN:

NABSAMRUDDHI Finance Limited, a body corporate established under Companies Act 2013, having its Corporate Office at Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 represented herein by its Authorized Representative Shri , (Name, Designation & Department) (hereinafter referred to as "NSFL" which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors, assigns) of the FIRST PART;

AND,

incorporated under the (   ) and having its corporate office at, together with its Affiliates and represented herein by its authorized Signatory, (Shri , (name, designation & vertical or division, etc.) hereinafter referred to as the "Service Provider", which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors and permitted assigns) of the SECOND PART.

As the context may require, the Service Provider and NSFL shall, collectively hereinafter be referred to as "Parties" and individually as "Party".

WHEREAS:

A.   NSFL is engaged in the business of providing and regulating credit and other facilities for the promotion and development of economic activities in rural areas with a view to promoting integrated rural development and securing prosperity of rural areas, and for matters connected therewith or incidental thereto.

B.   The Service Provider is engaged in the business of _ _ _ _ _ _

C.   NSFL had issued a Request for Proposal ("RFP") vide ref No. [•] dated [•] for provision of certain services which include the implementation of the Co-lending Solution, and had selected the Service Provider as the successful bidder as per the terms of the RFP.

D.   Accordingly, Parties have entered into an agreement on or about the date hereof for the provisions of services for designing and implementation of Co-lending Solution ("Principal Agreement").

E.   Pursuant to the Principal Agreement, the Service Provider agrees to provide Support Services (as defined hereinafter) in relation to the implementation of the Co-lending Solution to NSFL.

F.   The Parties have now decided to enter into this Agreement to record the terms and conditions which will govern the Support Services rendered by the Service Provider to NSFL during the Term (as defined hereinafter).

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1.   DEFINITIONS

The terms used but not defined in this Agreement shall have the meaning given to such terms in the Agreement. The following terms shall have the meanings assigned to them herein below:

"Application Development" means any tools developed on the specific needs of NSFL for any internal or external use;

"Affiliate" of either Party means a person or entity, directly or indirectly, Controlling, Controlled by, or under common Control with such Party;

"Agreement" means this Service Level Agreement together with the Recitals, Schedules and Annexures hereto, as amended, modified or supplemented from time to time, in accordance with the terms herein;

"Background Intellectual Property" means Intellectual Property owned or controlled by a Party, including Intellectual Property developed prior to or independently of this Agreement, which the Party determines, in its sole discretion, to make available for the carrying out of the Support Services and includes Intellectual Property licensed to or acquired by the Parties from time to time pursuant to this Agreement;

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

"Business Day" means any day of the week except Saturday or Sunday or any day on which NSFL in India are closed for business;

"Consumables" means any items purchased to run the IT operations and make end user productive

"Contract Price" shall mean the total consideration to be paid by NSFL to the Service Provider as agreed under the Principal Agreement;
"Customization" – means making changes to an Off-the-Shelf software/hardware to meet NSFL's requirements

"Discloser" means the Party disclosing Confidential Information;

"Effective Date" shall mean the date of commencement of the Support Services and all other obligations of the Service Provider hereunder i.e., [•];

"Equipment" means any physical appliance that requires installation at the NSFL premises

"Escalation" means any unresolved queries or service requests in prescribed timeline.

"Force Majeure" means occurrence of one or more of the following events which are beyond the reasonable control of the Parties despite having exercised all reasonable care and due diligence, and which are unforeseen, unavoidable or insurmountable, and which arise after the Effective Date and which prevent total or partial performance of this Agreement by either Party. Such events shall include:

a.   war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade and military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;

b.   act of terrorism, sabotage or piracy;

c.   act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;

d.   act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease;

e.   explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;

f.   general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or

g.   any other cause beyond the reasonable control of the applicable Party.

"Go-Live" means the implementation of Co-lending Solution application is complete as under:

- The delivery and installation of NAT software and other necessary software's are completed
- Co-lending Solution software has all functionality mentioned in "Scope of Work" in Annexure XVIII of RFP.

- The Database migration is completed.

- The application is ready for usage by the end users.

- The production system is running smoothly as expected and received signoff from competent authority.

- All documents are provided to NSFL

"Intellectual Property" means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including patents, trademarks, copyright, integrated circuits, trade secrets, know how, design rights, discoveries, ideas, concept notes, business methods, software codes (including source code, object code executable file) and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests;

"Materials" includes source codes, concepts, documents, property, information and the subject matter of any category of Intellectual Property (including all associated documents, data, libraries, tools, and other items and materials necessary or desirable to enable any person or its agents/contractors to fully understand, use, modify and maintain such Intellectual Property);

"NSFL Data" means any information or material:

a.   disclosed or submitted, directly or indirectly, to the Service Provider or its Authorised Representative(s) by NSFL in order to perform or in connection with the Support Services;

b.   learnt or generated or obtained by the Service Provider or its Authorised Representative(s) as a result of performing the Support Services; and

c.   which shall include information relating to NSFL's customers, technology, operations, facilities, consumer markets, products, capacities, procedures, security practices, business affairs and other proprietary information,

d.   in any media whatsoever (including electronic) and in each case which is in the possession, custody or control of the Service Provider or and as such data is modified, added to or stored from time to time.

"Personnel" shall mean NSFL's employees, executives, board members or individuals engaged in day to day business of NSFL or as may be designated by NSFL;

"Project" the develop, and implementation of the Co-lending Solution , by the Service Provider and maintenance, support and upgradation thereof, pursuant to the Principal Agreement;

"Recipient" means the Party receiving Confidential Information;
"Reports" means information from the services in desired format.

"Response Time" means the elapsed time between the receipt of a Support Call and the target time within which Service Provider Support as verified by a written confirmation to NSFL.

"Resolution Time" means the time between the receipt of a Support Call and the target time within which Service Provider resolves the issue as verified by a written confirmation to NSFL.

"Scheduled Business Operation Hours" is from 8:00 AM to 8:00 PM (IST) on Business Days

"Service" means any installation, support which makes good of failed service either pre agreed or as requested by NSFL

"SLA" – SLA means this Service Level Agreement which defines the services provided, the indicators associated with these services, acceptable and unacceptable service levels, liabilities on the part of the Parties and actions to be taken in specific circumstances.

"Support Services" means the services to be provided by the Service Provider to NSFL as set out in Part C (Support Service) and Schedule I of this Agreement;

"Support" means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the software and maintenance of the desired Service Levels to provide quality customer service to NSFL.

"Support Term" is the period starting from the date of this Agreement, consisting of

(a) warranty duration, and (b) post-warranty Annual Maintenance of duration for the delivery of Support. It will also mean such further extensions or renewals undertaken in accordance with this Agreement.

"Service Levels" refers to the performance standards required to be complied with by the Service Provider in relation to providing the Support Services under this Agreement, including the standards as set forth in Schedule I and other standards in relation to the required availability, response times, etc. as may be mutually agreed to between the Parties;

"Third Party" means a legal entity, or person(s) that is not a Party to this Agreement,

but does not include Affiliates;

"The software" means any tools deployed either Off-the-shelf purchase or developed for the purpose of NSFL by the Service Provider

"Trouble Ticket" means the ticket raised by the Service Desk on receipt of notification by NSFL of any problem;

"UAT" means user acceptance testing to ensure that all features as agreed under the Principal Agreement.

"Upgrade" means an improved version of the whole or any part of the System.

"Warranty Period" means a period of 60 months commencing from the date of Go-Live of the Co-lending Solution   as per the terms of the Principal Agreement/Work order/Purchase order.

2.   INTERPRETATION:

The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute / legislation. If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.

3.   SCOPE OF DOCUMENT

This Agreement has been executed in relation to supply & delivery, implementation and support portion of the Project between the Parties. The detailed Service Levels have been set out in this Agreement in the Schedule I

This Agreement shall ensure the following:

a)   Establishment of mutual responsibilities and accountability of the Parties;

b)   Definition of each Party's expectations in terms of services provided;

c)   Establishment of the relevant performance measurement criteria;

d)   Definition of the availability expectations;

e)   Definition of the escalation process; and

f)   Establishment of trouble reporting single point of contact;

4.   SUPPORT SERVICES

The details of Support Services to be provided by the Service Provider in relation to the Principal Agreement referred to by NSFL, along with the respectiveService Levels, are outlined in Schedule I to this Agreement. The Service Provider shall provide all other services, functions, responsibilities and tasks that are required for, and incidental to, the proper performance and provision of the Support Services expressly specified in Schedule I.

a.   Service Levels

The Service Provider shall comply with the relevant Service Levels set out in Schedule I of this Agreement. In the event, Service Level is not specified for any Support Services to be provided under this Agreement, the Service Provider's performance will be at par with the performance expectation of NSFL with respect to such Support Services.

b.   Maintaining Service Levels

i.   The Service Provider shall be responsible for implementing and operating all measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels.

ii.   The Service Provider shall submit monthly reports on the 7th day of each calendar month to NSFL, with such details and in the format, as may be mutually agreed between the Parties, specifying compliance with the Service Levels.

iii.   Service Provider shall provide additional services including advisory and consultancy on such terms and conditions as may be mutually agreed between the Parties. These services shall be made available for such fee as shall be determined by the Parties on the basis of the time to be spent and materials required for such services.

5.   ANNUAL MAINTENANCE CONTRACT (AMC)

a.   On expiry of Warranty, Service Provider will provide AMC for the system software/hardware for a period of duration as agreed in the RFP. While NSFL and Service Provider agree that the AMC is for a minimum period of 2 years post warranty period, the Agreement shall be automatically renewed on yearly basis, unless otherwise decided by NSFL by giving a 30 days' prior written notice to the other.

b.   Service Provider shall offer comprehensive support under AMC, etc. supplied at Data Centre (DC) or Disaster Recovery (DR). The support will also cover proactive system health check and reporting. However, this monitoring shall require NSFL's permission with relevant access levels to the Systems.

c.   AMC support shall be provided on 24 x 7 x 365 basis

d.   Software maintenance services: Software maintenance services include providing support for software deployed. This also includes bug fixing, applying patches and upgrades (both major and minor), fixing of vulnerabilities/ defects identified through VAPT exercise or IS Audit or any other audit/observations, fine tuning of databases based on Database Tuning exercise, etc. The Service Provider shall ensure that during version upgrades and version migrations, customizations already done are carried over successfully.

e.   The Service Provider shall maintain the application tuned for optimum performance and shall provide application utilization metrics (e.g., Process/Module names, no. of transactions executed, process execution time metrics, delayed process, abandoned processes, etc.)

6   AUDIT SERVICES

If it is desired by NSFL/Reserve Bank of India or any regulatory authority of the country, the Service provider shall subject themselves to an audit of the systems and processes followed by the Service Provider for the product supplied to NSFL as also the processes/services, by which, support is being provided to NSFL, including support services, escalation methodologies,change management processes, etc. as per the risk parameters finalized by the NSFL/ such auditors.

a.   The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the NSFL or as per mutually agreed proportion. No Audit or inspection will be allowed till Service Provider has received at least 5 business days' prior written notice for Audit or inspection conducted by NSFL, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.

b.   Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by NSFL or in the certification submitted by the auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same within such timelines as prescribed by NSFL. The Service Provider shall provide certification of the auditor to NSFL regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies were observed

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

7.   PERSONNEL AND INSPECTION OF RECORDS

a. The Service Provider shall coordinate with the Authorised Representatives of NSFL, for continuous monitoring and assessment by NSFL of the Support Services provided under this Agreement.

b. The Service Provider shall appoint sufficient number of individuals in order to ensure that the Support Services are provided to NSFL in a proper, timely and efficient manner. The Service Provider shall provide NSFL with the names of the individuals who shall be involved in carrying out the Support Services and shall obtain approval in writing from NSFL before making any change in such a team. The individuals appointed by the Service Provider shall be those indicated by the Service Provider under its response to the RFP. Any additional individual shall be appointed subject to prior written approval from NSFL.

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

d. In order to enable NSFL to comply with Applicable Laws, the Service Provider shall furnish such documents and information, in addition to the books and electronic records maintained by the Service Provider in terms of Clause 7.c (Personnel and Inspection of Records) above, as may be requested by NSFL, from time to time, in relation to the Support Services rendered by the Service Provider under this Agreement at its own cost.

e. Upon receipt of formal communication from NSFL, whether during the Term or thereafter, the Service Provider shall permit NSFL and/or its Authorized Representative(s) to, during normal business hours on any Business Day, access its premises to inspect the electronic records maintained by the Service Provider in relation to the Project.

f. If required under Applicable Law, whether during the Term or thereafter, the Service Provider shall provide access to any Governmental Authority to inspect records, documents, books and accounts of the Service Provider maintained in relation to the Support Services rendered under this Agreement.

g. Manpower hiring – the duties/ obligations, regulatory compliance on the part of the Service provider, particularly compliance with respect to the Contract labour Act and other labour laws to be fulfilled by the Service Provider

8. SUPPORT BY NSFL

a. NSFL shall provide Service Provider with necessary access to NSFL's Personnel

and its equipment, only as necessary for provision of Support Services by the Service Provider.

b. NSFL shall provide supervision, control and management of the use of the Support Services. In addition, NSFL shall implement procedures for the protection of information in the event of errors or malfunction of the equipment.

c. NSFL shall document and report all detected errors or malfunctions of any software or programs to the Service Provider. NSFL shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from the Service Provider.

d. NSFL shall annually review the financial and operational condition, security practices and control processes, performance during the year of the service provider to re-assess its ability to continue to meet outsourcing obligations to ensure its preparedness for business continuity.

9. WARRANTY

a. Warranty support shall be covered for five years from the date of Go-Live of the project in NSFL. During the warranty period, Service Provider will provide the On-Site Implementation Support for the software\

b. Warranty support shall be provided on 24 x 7 x 365 basis with predefined timelines during office Hours i.e. 9 AM to 6 PM and Beyond office hours as per administrative exigencies (As per agreed timelines).

c. Service Provider will sign agreements with OEMs for any support services required from them and shall be responsible for any SLA in this regard, which shall be agreed between NSFL and Service Provider.

d. During the Warranty Period, Service Provider shall provide the Upgrades and Updates to be patched on to the systems.

10. TRAINING SERVICES

The bidder shall organize for training (familiarization) to the NSFL's team as follows:

a. Training to be provided to NSFL's team, Support & Front Office users on 'Train the Trainer' model. A total of 100 officers needs to be trained in multiple batches.

b. Module wise Job cards to be provided (in soft copies) to all the trainees along with accounting entry illustrations for each type of transaction, including relevant system generated transactions.

c. The bidder must provide comprehensive training (technical and functional separately) to the NSFL Staff, once in a year (5 working days) during the contract period. The training shall be provided as and when required by NSFL. The bidder shall train designated NSFL officials on the configuration, operation / functionalities, maintenance, support & administration for software / middleware, application architecture and components, installation, troubleshooting processes.

d.   The Training will be carried out onsite at Mumbai & Hyderabad at the NSFL's training centers. The training program may be split into 2 groups – Technical and Trainer level training. The groups may be covered in 2 batches of 20 officers each. The bidders are requested to indicate the optimum number of days / hours required for both Technical and User level training programs onsite. The bidder can use the infrastructure at NSFL for this purpose.

e.   Training for the IT team should cover the system administration viz.

- User management

- Management of Application software

- Data base administration

- Report writing

- Security management

- Backup & Disaster Recovery Operations

- Troubleshooting.

- Training to the User Groups of around 20 engaged with various domains of the NSFL's operations about:

- Functionality available in the Module

- Parameterization

- Auditing Techniques

- Report Generation.

f.   The bidder should also train the NSFL's Business Operations team to On- board Partners and Use their Portal for Partner On-boarding, Catalogue Upload and view reports.

g.   API Integration Training for NSFL Business Operations to create/modify journeys, Integrate Partners with Standard API's – API Integration Training to include Standard API Kit, Documentation and Integration Testing Method.

h.   Successful bidder should provide self-paced on demand training content in audio video format for NSFL staff.

11.   PERFORMANCE MEASUREMENTS

a.   Monitoring, tracking and providing reports on performance parameters as described in the Schedule I during the Warranty and AMC period

b.   Providing services based on timelines and completion of the same as mentioned in the Schedule I

c.   Change Requests (CRs): While development of returns/reports shall be onsite and no CRs are generally visualized, any change request for applications would have to be first cleared by NSFL. After finalizing the proposed change, a Business Requirement Document(BRD) will be prepared followed by development, UAT testing and movement to production. The person day rate will be as under:

12.   PERIODIC REVIEW PROCESS

This SLA is an operational document and will be periodically reviewed and changed when the following events occur:

- ➢ The environment has changed
- ➢ The customer's expectations or needs have changed
- ➢ Workloads have changed
- ➢ Better metrics, measurement tools and processes have evolved

The SLA will be reviewed as deemed necessary by NSFL. The contents of this document may be amended as and when required, provided mutual agreement is obtained and communicated to all affected parties.

13.   EXCLUSIONS

The Parties agree that the Support services will be provided only on the OEM Licensed products and services thereof and Service Provider shall not support software that is altered or modified independently by NSFL, or any combination of any with other services, which are not covered under the SLA Agreement.

Support by Service Provider shall not include, by default but may provide at additional cost, if solicited by NSFL -

a)   the restoration of any service that has been lost due to the failure of NSFL

b)   the correction of any error, malfunction or fault in the Software due to a failure on the part of NSFL to operate the System in accordance with the Technical Documentation provided by Service Provider.

c)   the correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.

d)   the correction of any error due to input error from any other software that is/has been interfaced with the Licensed Software.

14.   ADDITIONAL SERVICES

a.   Service Provider may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis.

b.   NSFL regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the system. The Service Provider shall make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period at no additional cost to NSFL. The vulnerabilities so identified may be fixed by the Service Provider within the predefined timeline as follows:

#	Severity	Impact	Resolution Time
1	Critical & High category Vulnerabilities	Exploitation could result in elevated privileges. Exploitation of the vulnerability likely results in root-level compromise of servers or infrastructure devices. Exploitation could result in significant data loss or downtime.	Within 30 (thirty) days of intimation
2	Medium Category Vulnerabilities	Exploitation provides only very limited access to the attacker.	Within 45 (forty-five) days of intimation
3	Other Category Vulnerabilities	Very little impact on an organization's business or operations.	Within 90 (ninety) days of intimation

c.   In cases of Service Provider dealing with applications hosted over third-party infrastructure outside NSFL DC, necessary logs generated by the applications to be provided by the Service Provider to the NSFL on a quarterly basis or whenever needed by the NSFL (whichever is earlier).

15.   INTELLECTUAL PROPERTY OWNERSHIP

Each Party agrees that it will not have any ownership claim in the other Party's Background Intellectual Property; and grants the other Party and the Third Party sub-contractor appointed in terms of Clause (Appointment of Sub-contractors), a non-exclusive, royalty-free license for the use of any Background Intellectual Property made available by the granting Party for the purpose of carrying out the Support Services.

16.   CONFIDENTIALITY

a.   All data captured and reported by Service Provider to the NSFL in connection with terms of this agreement shall be deemed to be "Confidential Information" for the purpose of this clause and cannot be disclosed by Service Provider without written consent of NSFL. Likewise, any information provided by NSFL in terms of this agreement shall also be deemed to be 'Confidential Information' for the purpose of this clause. Use of confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to NSFL) should be returned back to NSFL. Likewise, the data captured by Service Provider and retained by Service Provider is purely for providing service and based on the agreement entered into with the NSFL. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Service Provider will be property of NSFL. The Provision of Confidential Information shall survive termination or expiration on this agreement.

b.   Service Provider shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of NSFL's information and data in its possession and to prevent unauthorized access thereto or use thereof.

17.   SUBCONTRACTING

a.   Service Provider may engage the services of sub-contractors to perform any of its duties with the prior written permission of NSFL. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve Service Provider of responsibility for their due performance.

b.   The Service Provider shall ensure that the sub-contractor is bound by the terms of this Agreement as applicable. A copy of contract details entered between Service Provider and sub-contractor to be made available by the Service Provider to NSFL within 30 days of engaging the sub-contractor. Service Provider agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from NSFL.

c.   NSFL, including its' auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another Service Provider.

d.   The Service Provider shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The Service Provider shall retain the records of such verification and shall produce the same to NSFL as and when requested. In relation to a Third Party sub-contractor appointed in terms of this Clause 17 (Subcontracting), NSFL may, withdraw its approval and direct the Service Provider to terminate the appointment of such Third Party subcontractor with immediate effect or within

such other period as may be prescribed by NSFL in its sole discretion, if NSFL determines that the Third Party subcontractor is in breach of this Agreement or if NSFL is not satisfied with the quality of Support Services rendered by such Third Party sub-contractor. Upon receipt of notice by NSFL, the Service Provider shall terminate the appointment of such Third Party sub-contractor, provided that nothing contained in this Clause 17 (Subcontracting) shall effect the right of the Service Provider to appoint any other Third Party sub-contractor in terms of this Clause.

e. Notwithstanding anything to the contrary contained anywhere in this Agreement, NSFL shall not be liable to the Service Provider for any special,

consequential, incidental, exemplary, punitive, or indirect damages arising from, relating to, or in connection with this Agreement or any Schedules, Annexures or attachments hereto including, without limitation to, any damages resulting from loss of profits, loss of savings, loss of business, loss of use, or loss of data, arising out of or in connection with this Agreement or of any other obligations relating to this Agreement, whether or not the Party has foreseen or been advised of the possibility of such damages as well as for costs of procurement of substitute services by anyone.

18.   REPRESENTATIONS, WARRANTIES AND COVENANTS

a.   Service Provider hereby represents and warrants to NSFL that:

i. it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization;

ii. it has taken all necessary actions, corporate or otherwise, as applicable to it to authorize or permit the execution, delivery and performance of this Agreement and the transactions contemplated hereunder, and this Agreement when executed and delivered by it is a valid and binding obligation of such Party enforceable in accordance with its terms;

iii.   neither the execution, delivery and performance of this Agreement, nor the performance of the transactions contemplated in the Agreement by it, will

(i) constitute a breach or violation of its charter documents, (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a default under or breach of performance of any obligation, agreement or condition that is applicable to it, (iii) contravene any provision of any Law applicable to it, or (iv) require the consent of any Third Party, including any Governmental Authority, by it other than as set out in this Agreement;

iv.   there are no claims, investigations or proceedings before any court, tribunal or Governmental Authority in progress or pending against or relating to it, which could reasonably be expected to prevent it from fulfilling its obligations set out in this Agreement;

v. it is not bankrupt or insolvent under the Applicable Laws of its jurisdiction and there

are no insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting it, or is pending or, to the best of its knowledge, threatened in writing, and it has not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

vi.   Service Provider shall provide the Support Services in accordance with the generally accepted industry standards and practices relating to such Support Services and in accordance with requirements specified by NSFL in writing;

vii.   the Service Provider has the requisite infrastructure, facilities and systems, including adequate skill, know-how, and manpower to fulfil its obligations under this Agreement on its own and shall undertake all Support Services and obligations under this Agreement on a first priority basis;

viii.   Service Provider shall exercise highest standards of skill, care, and due diligence in performance of its Support Services and obligations under this Agreement;

ix.   Service Provider has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Support Services under this Agreement consistent with the standards agreed hereto;

x.   The Service Provider shall provide Support Services in accordance with the specifications set out under this Agreement;

xi.   Service Provider will not violate the Intellectual Property Rights of Third Parties whilst providing the Support Services;

xii.   Service Provider shall provide Support Services in the premises of NSFL or in an enclosed environment wherein no third party or any employees of the Service Provider will have access to such premises. Only such personnel/ Third party sub-contractors of the Service Provider who are working to or engaged for providing the Support Services under this Agreement between the Service provider and NSFL shall have the restricted access to such enclosed environment.

xiii.   Service Provider shall ensure that the employees of the Service Provider/ Third Party sub-contractors who are engaged in providing the Support Services under this Agreement shall have executed/ execute such confidentiality documents as may be required by NSFL and shall have confidentiality obligations not lesser than those prescribed under this Agreement.

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

xv.   The Service Provider further undertakes to exercise all due diligence with

regard to and shall maintain strict controls and physical and digital safeguards in connection with the Support Services.

xvi.   any material, codes, applications, front ends, etc. created, developed or being used for providing the Support Services under this Agreement shall not be shared with or shown to or discussed with any other entity whatsoever, for any purpose including any development, sales pitch, demonstration or publicity or as examples or otherwise.

xvii.   no representation or warranty by it contained herein or in any other document furnished by it to NSFL or to any government instrumentality in relation to the Support Services contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

xviii.   no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or Personnel of NSFL in connection therewith.

xix.   The Service Provider shall not, whether during or after the Term of this Agreement, make any announcements or statements to any person that are or may be derogatory, defamatory or prejudicial to NSFL, or any of its Affiliates, directors, Personnel, officers, agents or advisors, in any manner.

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

19.   WARRANTIES POST SLA EXPIRY

SERVICE PROVIDER warrants that the Support services will be performed by appropriately qualified personnel with due care and diligence and to such high standards of quality as it is reasonable for Service Provider to expect in all the circumstances post the SLA expiry.

20.   NOTICES

Any notice or other information required or authorized to serve under these SLA shall be in writing, in English language, to be delivered by hand, email, courier or corporate post. In case of post or courier, any notice shall be deemed to have been given on the seventh day after the envelope containing the notice was posted. The proof that the notice was properly addressed and is not returned to the sender shall be sufficient evidence that the notice or information has been duly given. Either party may change its address, telephone number or email-ID for notification purposes by giving the other party fifteen (15) days' notice of the new address, telephone number or email id and date upon which it will become effective.

All communications will be addressed as follows (unless changed by written notice):
Address of NSFL Name & Designation: Postal Address/
Office Address: Contact No.
Copy Sent to: Address of Service Provider Name & Designation: Postal
Address/ Office Address: Contact No.
Copy Sent to:

21.   INDEMNIFICATION

a.   Service Provider shall indemnify and agrees to defend and to keep NSFL and its Affiliates and agents, officers, directors, employees, successors and permitted assigns indemnified, from any and all Losses suffered arising from, or in connection with, any of the following:

i.   the non-performance and non-observance of any of the terms and conditions of this Agreement by the Service Provider; acts or omissions of the Service Provider which amount to negligence or wilful misconduct;

ii.   any infringement or alleged infringement by the Service Provider of a Third Party's Intellectual Property;
iii. any infringement or alleged infringement by the Service Provider of NSFL's Intellectual Property and/or Material

iv.   failure by the Service Provider to fulfil its obligations under any applicable Law.

b.   The Service Provider shall, at his own expense, defend and indemnify NSFL against any Losses in respect of any damages or compensation payable in relation to any non-compliance with Applicable Law including (i) non- payment of wages, salaries, remuneration, compensation or the like and (ii) any Losses arising out of or in relation to any accident or injury sustained or suffered by the Service Provider's workmen, contractors, sub- contractors, Service Providers, agent(s), employed/ engaged otherwise working for the Service Provider or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Service Provider.

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

22.   TERM AND TERMINATION

a.   Term

This Agreement shall commence on and from the Effective Date and shall remain valid until the subsistence of the Principal Agreement/Work order/Purchase order

(including all renewals thereof) ("Term"), unless terminated earlier in accordance with Clause 22.b (Termination).

b.   Termination

Order Cancellation/ Termination of Contract

NSFL reserves its right to cancel the entire/ unexecuted part of Purchase Order at any time by without assigning appropriate reasons in the event of one or more of the following conditions:

a. Delay in Implementation of the Project beyond the specified periods for reasons solely ascribed to the Service Provider.

b. Serious discrepancies noted in the implementation of the project.

c. Breaches in the terms and conditions of the Purchase Order.

d.   Project adversely affecting the Core Systems or Core Business of the NSFL and the normal functioning of the Offices of NSFL.

e. If Service Provider fails to upgrade any or all of the critical hardware

/software within the period(s) specified in the Contract or within any extension thereof granted by the NSFL.

f. If Service Provider fails to perform any other obligation(s) under the Contract.

g. If Service Provider is not providing after sales and maintenance services and the calls are not attended for three or more occasions, NSFL is at liberty to terminate the Contract by giving 30 days' 'Notice'. If Service Provider provides remedy within 30 days of termination notice, NSFL may reconsider its decision of termination.

h. In addition to the cancellation of purchase order, NSFL reserves its right to invoke the Performance Bank Guarantee given by the Service Provider after giving notice.

i. Termination in all circumstances will mean a proper transition with data transfer in a readable format along with all knowledge documents. Transition to take within a month unless extended by mutual consent.

j. NSFL, without prejudice to any other remedy for breach of contract, by giving 30 days' written notice of default sent to Service Provider and if Service Provider fails to cure the default within the notice period, may terminate this Contract in whole or in part.

Effect of Termination

a. Service Provider agrees that it shall not be relieved of its obligations under the

Reverse Transition Mechanism notwithstanding the termination of the Contract/assignment. Reverse Transition Mechanism would typically include service and tasks that are required to be performed /rendered by Service Provider to NSFL or its assignee to ensure smooth handover and transitioning of NSFL's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.

b. All the terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

c. Service Provider agrees that after completion of the Term or upon earlier termination of the Contract/assignment Service Provider shall, if required by NSFL, continue to provide warranty services to the NSFL at no less favourable terms than those contained in RFP/Agreement. In case NSFL wants to continue with the Service Provider after the completion of this contract then Service Provider shall offer the same or better terms to NSFL. Unless mutually agreed, the rates shall remain firm.

d. NSFL shall make such prorated payment for services rendered by Service Provider and accepted by NSFL at the sole discretion of NSFL in the event of termination, provided that Service Provider is in compliance with its obligations till such date. However, no payment for "costs incurred or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to Service Provider.

e. Notwithstanding the termination or expiry of this Agreement, all rights granted to NSFL pursuant to this Agreement shall survive.

f. Service Provider shall:

i. return any and all Confidential Information of NSFL, whether in written or electronic form, and shall not retain any copies, extracts, derivatives, or other reproductions of the Confidential Information of the requesting Party (in whole or in part) in any form whatsoever;

ii. take reasonable steps to assure that any and all documents, memoranda, notes, and other writings or electronic records prepared or created by the requesting Party, which include or reflect the Confidential Information of the requesting Party, are returned.

iii. Provide Declaration of return or destruction of confidential information to NSFL. The last AMC payment will be made on provision of above declaration

Termination of this Agreement (except as otherwise agreed to by the Parties) shall not release any Party hereto from any liability or obligation in respect of any matters, undertakings or conditions which shall have been done, observed or performed by that Party prior to such termination or which, at the said time has already accrued to the other Party. However, nothing herein shall affect, or be construed to operate as a waiver of, the right of any Party hereto aggrieved by any breach of this Agreement, to compensation for any injury or damages resulting therefrom which has occurred either

before or after such termination.

23.   DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

a. This Agreement shall be governed by the laws of India.

b. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives ("Settlement Period").

c.   In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.

d.   The seat & venue of the same shall be in Mumbai (as agreed in RFP)

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

f.   The language of the proceedings shall be in English.

g.   Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction

h.   Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

a.   A notice shall be effective when delivered or on the notice's effective date, whichever is later.
b.   For the purpose of all notices, the following shall be the current address: The Managing Director

NABSAMRUDDHI Finance Limited

24.   INDEPENDENT CONTRACTOR

This Agreement does not set up or create an employer/employee relationship, partnership of any kind, an association or trust between the Parties, each Party being individually responsible only for its obligations as set out in this Agreement. Parties agree that their relationship is one of independent contractors. Neither Party is authorized or empowered to act as agent for the other for any purpose and neither Party shall on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other. Employees/workmen of neither Party shall be construed or treated as the workmen/employees of the other Party or place any obligation or liability in respect of any such workmen/employee upon the other Party, including without limitation, worker's compensation, disability insurance, leave or sick pay.

NSFL and (insert name of Service Provider) agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code and data structure for the software product supplied/ procured by (Service Provider) to NSFL in order to protect its interest in an eventual situation. NSFL and the service provider shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, interalia, the events of the release of source code and the obligations of the escrow agent. Costs for the escrow will be borne by the Service provider. As part of the escrow arrangement, the service provider will provide a detailed code documentation of the solution, which has been duly reviewed by an external independent organization for its validity. The vendor has to deposit the source code with NSFL or escrow.

25.   FEES

The Service Provider agrees and acknowledges that the amounts paid under the Principal Agreement/Work order/Purchase order shall be the full and final consideration for the Support Services rendered by the Service Provider under this Agreement and the Service Provider shall not be entitled to any additional amounts.

a.   The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 24 hours after the start of such non- performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if NSFL determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the Service Provider , then

NSFL may terminate this Agreement effective immediately upon delivery of notice of termination to the Service Provider.

26. LIQUIDATED DAMAGES

a. NSFL shall be entitled to recover liquidated damages as set out in Schedule I from the Service Provider for breach of Service Levels.

b. Except as otherwise specified under Schedule I, if the Service Provider fails to deliver any Support Services or meet any Service Levels under this Agreement, NSFL shall be entitled to liquidated damages of a sum equivalent to 0.5% percent of Contract Price per week or part thereof of the unperformed services subject to maximum of 10% of Contract Price. In case of undue delay beyond a period of 15 days unless otherwise waived by NSFL, NSFL at its discretion may consider the delay as a ground for termination of the Agreement.

c. NSFL reserves the right to impose / waive any such liquidated damages. The parties agree that the liquidated damages constitute a genuine pre-estimate of the damages, losses, likely to be suffered by NSFL in the event of breach by the Service Provider of the terms hereof.

d. NSFL may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the Service Provider in its hands (which includes NSFL's right to claim such amount against the Service Provider's bank guarantee under the Principal Agreement/Work order/Purchase order) or which may become due to the Service Provider. Any such recovery of penalty shall not in any way relieve the Service Provider from any of its obligations to complete the Support Services or from any other obligations and liabilities under this Agreement.

27. MISCELLANEOUS

a. This agreement shall be effective for a period of five years from the date of Go-Live unless terminated as per the clause provided in this agreement.

b. All the terms and conditions stipulated in the RFP dated _____regarding Co-lending Solution are considered as part and parcel of this agreement.

c. Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.

d. Either party or its employees and representatives shall not use the name and/or trademark/logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.

e. Terms of Payment: In consideration of the Services and subject to the

162

provisions of the RFP and this Agreement, NSFL shall pay the amounts in accordance with the Terms of Payment Schedule of the Purchase Order.

f.   Service Provider shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.

g.   Service Provider will not release any factual information concerning these SLAs Agreement to any person/news media without prior permission of NSFL.

h.   In the event of change in ownership structure or change in control, in any manner whatsoever of Service Provider, or if any person / entity that, as of the Execution Date, does not possess, directly or indirectly, the power to direct or cause the direction of the management, policies or affairs of the Service Provider, whether through the ownership of voting securities, by contract or otherwise, later comes into possession of such power, Service Provider shall inform NSFL in writing of such change in control along with the details of new ownership structure or persons / entities in control. In such event, NSFL shall have the right to terminate this Agreement.

i.   If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.

j.   This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts in hard form.

k.   This Agreement shall be deemed to be incorporated as part of the Principal Agreement/Work Order/Purchase Order by reference. This Agreement along with the Principal Agreement/Work Order/Purchase Order shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

l.   No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.

m.   The Parties agree that in the event of any conflict between the provisions of this Agreement and the Principal Agreement/Work Order/Purchase Order, the provisions of the Principal Agreement/Work Order/Purchase Order shall prevail.

THIS AGREEMENT shall be executed in two numbers, one will be kept with NSFL and the other with   (Service Provider).

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers have caused this Agreement to be duly executed and delivered as of the date first above written.

NSFL   (Name of Service Provider)

Signature: Signature:

 Name :   Name:

Title   :   Title   :

Place :   Place :

Date: Date   :

WITNESS   WITNESS

Signature   :   Signature:

Name :   Name :

Address   :   Address   :

SCHEDULE - I

Part A

Project Management

1. The Service Provider shall manage the delivery and implementation of the Co-lending Solution in a structured, organized, and cost-effective manner.

2. Project Management Service Levels:

Type	Measurement	Liquidated Damages
Delivery, installation and commissioning of software	Delay from mutually agreed timelines	0.5% of the Co-lending Solution software cost, For each calendar week of delay
Build and Test	Delay from mutually agreed timelines	1% of the Contract Price for each calendar week of delay
Data Migration and Testing by SI post data migration	Delay from mutually agreed timelines	2% of the Data migration cost for each calendar week of delay
Go-Live	Delay from mutually agreed timelines	0.2% of Contract Price for each calendar week of delay
Sprint Outcomes As defined from time to time by NSFL (for Agile Projects)	Total elapsed days from the start to the end of sprint are greater than planned or Functionality planned for a sprint is not delivered or documented.	0.1% of respective deliverable for each calendar week of delay
Documentation Updates (both technical and functional)	Service Provider provides documentation later than 1 week after UAT is completed.	0.5% of the Co-lending Solution software cost or Contract Price or training cost whichever is applicable, for each calendar week of delay

3. NSFL shall relevant deliverable at its sole discretion determine the order value of e for the purpose of calculation of liquidated damages in case of failure of compliance with the Service Levels as set out above.

4. The overall liquidated damages payable by the Service Provider during the implementation of the Co-lending Solution shall be a maximum of 10% of the Contract Price.

Part B

Project Quality Levels

1.   The Service Provider shall apply appropriate processes and practices in order to deliver high quality services/solution to NSFL.

2.   Software Quality Service Levels and Penalties

Type	Measurement	Liquidated Damages
Success Rate at User Acceptance Test	Less than 80% of user acceptance test cases pass on the first execution.	1% of Contract Price
Number of P1 problems post Go-Live	There is more than 5 P1 problems in a year after release to production	0.1% of Contract Price for every P1 issue beyond 5 in a year
Number of P2 problems post Go-Live	There is more than 20 P2 problems in a year after release to production.	0.1% of Contract Price for every 5 issues beyond 20 in a year
Number of P3 problems post Go-Live	There is more than 100 P3 problems in a year after release to production.	0.1% of Contract Price for every 10 issues beyond 100 in a year

Support Priority Level

Priority	Criticality	Description	Within Warranty Period		Post Warranty period	
			Initial Response Time	Resolution Time	Initial Response Time	Resolution Time
P1	critical	Indicates a reported incident where Co-lending Solution is completely unavailable and inaccessible to all users.	Within 30 minutes	150 minutes	Within 30 minute s	150 minutes
P2	critical	Co-lending Solution is available; however, functionality or performance of the Co-lending Solution is severely affected.	Within 60 minute s	360 minutes	Within 60 minutes	360 minutes

| P3 | Semi-critical | Co-lending Solution is available and usable with partial, with non-critical loss of functionality. | Within 120 minutes | 720 minutes | Within 120 minutes | 720 minutes |
| P4 | Non-critical | General enquiries on the product use, support and documentation. | Next Business Day | Next Business Day | Next Business Day | Next Business Day |

PART C

System Maintenance & Support Services

1. The Service Provider shall guarantee a minimum of uptime of 99.5% per month for the Co-lending Solution. The uptime will be calculated on a monthly basis. Wherever the Service Provider monitors onsite, the downtime starts from the time hardware / software/ tool/ solution/etc., fails leading to denial of service. As long as there is no denial of service to NSFL, downtime does not arise. Wherever NSFL monitors, the downtime starts from the time of reporting by NSFL.

2. In case of non-conformity with the requisite uptime, the Service Provider shall be liable to pay the following amounts as liquidated damages.

   The Downtime calculated shall not include any:

   i. Failure of Power, Network etc. in NSFL

   ii. Preventive maintenance activity and

   iii. Force Majeure.

Performance (%) =

$$\frac{(\text{Total contracted minutes per month} - \text{downtime minutes within contracted minutes per month}) *100)}{\text{Total contracted minutes per month}}$$

Penalty for shortfall in Performance compliance level:

Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Sl.No	Shortfall in Performance	Penalty
1	>0.5% and <= 1%	50,000
2	>1 % and <=3%	1,00,000
3	>3% and <= 5%	1,50,000
4	>5%	2,00,000

Total of such penalties shall not exceed

❖ 10% of the contract price/Purchase order value.

Type of support mode

a. Support mode

The proposed scope for type of Support and mode to be provided by Service provider is as under:

Support mode	Description	Remarks
Email	Auto trigger of email or user raised request by email to designated email ID	As applicable
Call	Call the specific service number for logging any issue, follow up or escalation	As applicable

RFP for Co-lending Solution

Chat	Support request by chat, if available	As applicable
Visit	Service Engineer visiting the site for resolution of concern	As applicable
Remote Support	Provide remote access by VPN for authorized personnel for immediate remediation or be available on call	Need based

b.   Support Window

Support Window	Description	Remarks
Support Window	Time defined for any service requests for remediation.	Email 24Hrs, Call – 8 AM to 8 PM
Support days	Time defined for any service requests for remediation.	24 x 7 (Excluding Holidays & Sundays unless any administrative exigencies arise)

c.   Support Escalation

All incidents that exceed the response time will be escalated to the escalation contacts listed below for NSFL and Service provider under the Escalation Matrix: -

Name	Designation	Phone	E-mail

Single Point of contact (SPOC):

(Name)
(Designation)

(Phone)
(Email)

Note: Any change in the person/contact details in escalation matrix and SPOC shall be intimated in advance to NSFL.

12.17 ANNEXURE XVII – Pre-Bid Query Format

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

RFP for Co-lending Solution

12.18 ANNEXURE XVIII – Scope of Work

1. Broad Scope of Work – Minimum requirements for the Integrated Co-lending solution to be delivered are as follows:

1.1 The solution should be Web / Mobile App / Tablet responsive providing end-to-end Co-lending Solution. Partner originated Loan should be transmitted through Straight Through and Assisted Co-lending Journeys including Leads, Origination and Processing solution for Retail, Agriculture and MSME segments and capable of streamlining the sourcing, processing, approval, disbursement and monitoring process.

1.2 Designed using Micro services and Open API, Cloud Native and Containerized Architecture providing Omni-channel and unified customer experience, with deep analytics and AI/ML engine.

1.3 The solution should be low-code/ no-code, scalable, modular with enhanced UI/UX functionalities having ability to develop new journeys through drag & drop workflows. The solution should have out of the box solutions with end-to-end implementation timelines of 12-15 weeks.

1.4 Use a multi-tier (minimum 3-tier) architecture using modern CSP (Cloud Service Provider) agnostic cloud-native technologies for deployment at on-premises environment.

1.5 Handle end-to-end loan life cycle management i.e. from complete loan origination and processing system having automated process from lead management till loan disbursement and post sanction compliance.

1.6 All the functional, operational and analytics aspects of RAM Sector portfolios including MSME (including manufacturing & services), Microfinance, Vehicle, Housing & Others to be delivered as part of the solution.

1.7 Inbuilt credit underwriting capabilities and also have capability to integrate with technology based automated credit underwriting module.

1.8 Enable NSFL to integrate leveraging Account Aggregator services, etc.

1.9 Provide product configuration and management functionalities, Workflow Engine with Loan Origination, Processing and Management capabilities with integration to System.

1.10 Digital data collections including but not limited to Advanced Analytics models, Case management, workflow management, overdue tracking and management, Legal management (SARFAESI/ other measures at each of the stages), Communication (Notice tracking etc.,), Collections (through Mobile module/ Web module for agents, agencies, and branches etc.).

1.11 Open and Pre-integrated ecosystem partnerships by securely exposing digital solution components (Business and Data components) via APIs to external parties i.e. allow use of

internally developed valuable portfolio of reusable components in the partner's offerings, to generate new revenues, increase customer satisfaction, etc.,

1.12 Pre-integrated with various service providers in the eco-system like UIDAI, NPCI, NSDL, Account Aggregators, e-Stamping & e-Signing, Credit Bureaus, CERSAI, SEBI, PAN, GST, MCA, EPFO, ITR, Udyam Portal, Bank Statements, etc. Further, successful bidder has to facilitate any other integrations which may be required for Co-lending Account in future, without any additional cost to NSFL

1.13 Correlation / validation of data from various Analytical sources, Fraud/ AML checks, CKYC, defaulter/ blacklist check, De-duplication, related party transaction, cross- comparison of data, internal database checks, etc. Please refer to annexure on integration.

1.14 The solution should provide multi-approval workflow for different activities like data entry, document submission and approvals based on risk segments etc. for:

i. Lead generation

ii. Quick / Detailed data entry w.r.t underwriting

iii. Duplicate Check / Review, KYC Checks

iv. Credit Scoring

v. Document Processing

vi. Credit Bureau Checks (CIBIL, Experian, EquiFax, Highmark etc.)

vii. Multi-level credit evaluation

viii. Decision Making

ix. Disbursement

x. Post Disbursement Compliance

xi. Collections

xii. Monitoring, Risk Management & Review renewal etc.

1.15 De-dupe with the application details like ID numbers (PAN, Aadhaar, etc.), names or parts thereof, telephone numbers against similar lists in product databases. The solution should have configurable business rule engine to approve/ recommend / reject the applications, based on the results of the compliance checks on pre- determined business rules configured. Integration with AADHAAR and other data vaults to be configured.

1.16 Comprehensive analytics and reporting to get crucial insights on customer behavior so that NSFL's offering can be tailored and targeted more precisely.

1.17 Collect and analyze data generated and provide insights on usage.,

1.18 Provide necessary dashboards, reports and audit trails, where branches/ controlling offices

can view or track the post sanction details based on the business rules/ configurations set up as per the NSFL's policy.

1.19 Generation of statistical and management reports on Assisted Persona Journeys like no. of proposals assigned, no. of proposals completed, Time taken to complete each proposal, Process History Report, User Performance Report, Average proposal time Report and other MIS reports as decided by NSFL from time to time.

1.20 The solution architecture must be scalable and shall support increasing number of users and concurrent transactions

1.21 Solution should have full-fledged feature for Loan Co-lending which can also be integrated to the NBFC partners

1.22 Solution to re direct the lead to the branch (trigger the case in branch queue) if the applicant drops out during the digital journey

1.23 Additional requirements:

➢ Co-lending Business Process Design:

The successful bidder will provide recommendations to NSFL for drawing the complete road map and execution plan of the proposed solution and use cases / journeys. Activities envisaged as part of Design are as follows:

• Define/recommend Business Cases for the proposed solution based on the solution capabilities

• Recommend the guidelines and guiding principles for Co-lending process design.

• Detailing of use cases, technology process–for each journey - what are the touch points, what is the process flow, technology integration required.

• Understanding existing systems and recommend customisation required, if any, in those systems to ensure seamless interaction.

• Identification of partners for various services to be rendered

• Defining customer journeys to enable those services while linking with NSFL Products and ancillary services.

➢ Customer Experience:

• Excellent User Interface (UI) and User Experience (UX) is one of the key requirements. The bidder must have the team with requisite qualifications and experience.

• The solution shall provide an Omni-channel experience to users.

• Consistent user experience and feature parity.

• The solution should trigger automated alerts & notifications to customers and relevant NSFL users at each stage and especially in case of drop offs or in case of exceptions.

- All services necessary to provide a seamless experience to the customer need to be developed, called and integrated for the front-end experience of the user.

- Ability to leverage NSFL's data to personalize the experience for consumers in real time / near Real-time.

- Intuitive customer experience & journey led design to improve solution adoption.

- The solution should support Design experience that can be used, understood and accessed by people with diverse range of visual, auditory, physical abilities as per existing standards.

- The solution should support Logical navigation with proper semantic tags must be applied. System should notify content managers of potential accessibility problems (ex. missing alt tags, etc.) prior to page publishing. The customer should be able to complete any journey / use cases in minimum number of clicks as per EASE guidelines/ best industry standards.

- The data entry forms must be designed in guided wizard manner, so that users are able to capture the data accurately.

- While designing any form for online and offline filling, solution must ensure a common form template is used. The same template should be used to generate both online and offline versions of the forms. This will help maintain a common design template for seamless experience and field level validation logic for both responsive online forms and offline forms.

➢ System Architecture& Assisted Channels:

- The solution should be in web-based technology supporting three tier architecture.

- The solution should interface with various internal / external systems on web services messaging formats REST API/SOAP based with data formats JSON, XML, ISO etc.

- The system architecture to be modular with separate modules to run independently.

- The application should support open source, server-side languages and client- side scripting/ programming languages.

- System should be able to Extract, Transform and Load data from the source systems.

- The proposed solution should be Big Data ready.

➢ Channels for digital delivery of Co-lending products and services to the customers:

- Mobile App, Web Portal, Branch Portal (accessible through tablet devices and Branch Intranet) to be used by branch staff, marketing officers, agent's/ business correspondents, Automated self-service etc.

- The solution should allow NSFL users to resume the journey from the point of drop-off across all channels.

- The customer should be able to initiate a journey on one channel and should have a facility to complete the same on any other channel.

- The solution should have the provision to on-board partners & configure service terms with minimal (or) no integration having Low Code / No Code functionality.

- The 'Integrated Co-lending Solution' will be a single stop for new customer onboarding, sales of loan products through STP / assisted journeys (where ever required) for different segment of customers.

- Journeys shall be designed by taking in to account all products and / or customers' • The Solution shall be able to on-board customers through integration with NSFL's existing E-KYC/ V-KYC systems or through NSFL's partners.

- The solution will integrate with Fintech/NBFC partner(s) to enable End to End automation of Loan Application Process for different Loan Products (across segments like Retail, MSME, Agriculture). The proposed Solution should be able to integrate with these Fintech/NBFC partner(s) through APIs to enable the customers to initiate the loan application process on NSFL 'Integrated Co-lending Solution'.

- Solution should have in-built Business Rules Engine (BRE) and workflow for credit decisioning digitally or assisted wherever required.

- To configure dynamic rules across products, which remain flexible and adapt based on pre-defined / identified scenarios.

- In addition to the NSFL's products and services, customers should also be able to avail third party financial products (Financial cross selling)

- The bidder shall closely work with NSFL in identification of such 3rd party service providers and will be responsible for integration with the proposed solution.

➢ Financial cross-selling enables sales of Third-Party Financial Products

- Analytics driven, personalized, intuitive next-gen interface which act as a single-stop to showcase Co-lending Products of NSFL, its associates and Partners.

- Provides user interfaces for product selection, product comparison, calculators, lead capture, lead status tracking, customer on boarding and redirect to core systems for financial transactions.

- Transact, integrate and operate for credit facilities with range of business partners from e-commerce sites, merchants and third-party service providers.

- Easy bundling of NSFL's Financial offers with NSFL's financial partners.

- Simple intuitive user interfaces for quick registration, product search, ease of use, Front End ecommerce portal integrates with partner eco-system.

- Engage visitors with advanced catalogue browsing experience. Offer personalized offers with Layered Navigation and Contextual Search.

- Alert management to leverage opportunity to market the right product & services

- Standard user level task views / dashboards and allow configurations of the views as may be needed by NSFL

- End to end journey view by customer, customer groups, branches, zones, regions as per the specifications of NSFL.

- Solution must include in-app analytics to measure user engagement across messaging channels, mobile, websites, applications, journeys etc.

- Solution must capture real-world business events, with required infrastructure setup based on NSFL's approvals.

- Solution must provide robust integration layer for integrating into a NSFL's analytics system any other internal systems for easy data exchange for analytics use-cases.

- NSFL will provide the required APIs for required integration with NSFL's internal systems, wherever feasible.

➢ Architecture proposed:

- The proposed Solution should use a multi-tier (minimum 2-tier) architecture for the main application using cloud-native architecture implemented on premise environment including web & touch enabled user interface, with ready to lift and shift to on premises, without any additional cost to NSFL

- Ability to change a feature / journey for enhancing customer experience through loosely coupled architecture.

- Quick time to market with new functionalities/ capabilities.

- Solution should be capable of vertical and horizontal scaling, high availability to be able to cater to growing dynamic user base & transactions

- Micro services-based solution that enables decoupling & flexibility in deploying new feature/capabilities.

- Containerized solution for horizontal & on demand scalability with immediate response time, based on request volume or resource utilization of CPU/ Memory/ Storage; or ability to increase concurrent instanced based on utilization threshold limit (of below 70% utilization of CPU/Memory/Storage, Network, containers, dockers etc.).

- Architectural ability to process large volume of messages/ events.

- Architecture should be fault-tolerant with low granularity observability.

- The solution should provide building various User Interface (UI) having Low Code builder capabilities.

- Architecture should allow configuring offline functionality as required by NSFL's policies with facility to flush out and synchronize immediately after going online without any loss of confidentiality or integrity.

- ➤ DevOps & Test Automation:

  - The bidder should use agile, cloud native delivery model and leverage DevOps for the same.

  - The bidder should be able to continuously build, test and deploy functionality for rapid time to market.

  - End to end advanced monitoring using centralized log management to enable proactive alert and incident management.

  - The bidder should also provide and implement version control tool.

  - The bidder should be able to automate the release and delivery of applications, shortening the delivery lifecycle, streamlining manual processes, and accelerating team velocity.

  - Source code management which enables coordination, sharing and collaboration across the development teams.

  - The bidder should enable teams to package their applications and dependencies and build artefacts with ease to ensure DevOps acceleration with automated software pipelines

  - The bidder will build the test automation capability; design, implement, roll-out & support. It is required to deliver a very robust fault tolerant, responsible and performant system.

  - The bidder should be able to automate unit testing, functional testing and non- functional testing (e.g. performance test, security test) and integrate them into the pipeline.

  - Ability to orchestrate and manage development and test environments and support and manage Container based solution.

  - Daily/ Scheduled runs of automated scenarios to enable faster feedback mechanism. It should provide a continuous monitoring and feedback mechanism.

  - There should be a common comprehensive reporting dashboard as part of "continuous measurement" to enable NSFL to monitor the adoption and implementation.

  - Automation of different levels should be covered (Mobile, Web, DB, API, UI/UX etc.)

  - Test environment, should cater for on-demand upscaling and downscaling for testing and ensuring robustness for concrete Continuous Integration (CI)/ Continuous Deployment (CD) pipeline.

  - Integration with monitoring and analytics tool for the product, which can help determine performance metrics, event monitoring for infrastructure and cloud services if any.

- ➤ Other requirements:

  - The Solution should allow an administrator to run vulnerability and compliance scans, provide remediation

  - The proposed software components should be less infrastructure / less resources hungry.

- The system design should be 100% assured delivery of transaction. There should not be any loss of messages.

- The containerization solution should provide logging and monitoring capabilities. It should also provide application developer console and IDE for developer console.

- The solution should integrate with the Ticketing tool and Application Performance Monitoring Tool.

- The bidder will build the test automation capability; design, implement, roll-out & support. It is required to deliver a very robust fault tolerant, responsible and performant system.

➤ Security:

- Bidder to ensure security is included in the design such as encrypt all communications (using https or transport layer security), authenticate all access requests, don't hard code certificates, passwords or any form of secrets within the code, define the Use DevSecOps tools designed for Micro Service architecture environments to scan code as it is developed.

- Also, following factors must form part of the implementation –

- Isolation,

- API Security,

- Container Security Solutions for Micro-Services Architecture,

- Application Images,

- Registry,

- Orchestration,

- Container,

- Host OS,

- Securing containers must harden the CI/CD pipeline, etc.,

- APIs, and strictly make sure all communications comply.

- Bidder must harden the Continuous Integration/ Continuous Deployment (CI/CD) pipeline so that everything that runs through it can be considered secure by Host Hardening, Mandatory Access Controls, Secure Computing Mode Profiles, Secrets Management, Software Composition Analysis, Authorization Between Micro Services, Resilience, API Gateways, Risk-Based Controls etc.,

- Bidder to follow industry best practices to power Micro Services Architecture by setting up a Platform Ops Team, technologies for managing micro-Services environment and the use of observability tools and patterns to receive meaningful insights on the state of application.

- The Solution should check/record/verify authentication of source of each transaction like

user IDs, IP address, MAC address, timestamp which is required for audit purpose.

- The Solution should have the capability of logging successful and unsuccessful authentication attempts. The Solution should be able to log successful and unsuccessful authorization events.

- The solution to have strong (no proprietary) authorization controls. Solution to have controls for prevention against unauthorized data access and distribution. User and Admin access control management to be provided as part of Solution. Access control to be based on least access privilege principle. NSFL or team assigned by NSFL will be reviewing all access controls mechanism defined. The bidder can utilize the existing security tools available with NSFL

- While developing the interfaces, the bidder must ensure and incorporate all necessary security and control features within the application as per OWASP, PCIDSS/ PADSS standards and Digital Payment Security Controls of RBI to maintain confidentiality, integrity, and availability of the data.

- Wherever applicable, the Solution to have strong file level validation controls for size, type, and content. Files to be scanned for any malicious content through an antivirus.

- The file store locations need to be secured. Standard cryptographic controls to be supported. All Encryption keys to be stored in secured location with limited access.

- The Strong encryption to be applied for data while in transit or rest.

- All applicable API security controls should be in place as per the industry best practices such as OWASP.

- Bidder should provide the support for integration of the application with Web Application Firewall (WAF), Intrusion Prevention System (IPS) and provide the requisite details to WAF, IPS Teams for implementation of the same.

- The bidder should provide support for integration of Application with security systems such as SIEM (Security Information and Event Management) and DAM (Database Activity Monitoring). Further, provision to add Web & Mobile app logs to be integrated with SIEM.

- The bidder to provide full support in implementation and maintenance for the open-source technologies with Enterprise support.

- The system to be fully compliant with ISO27001 controls, PDP/GDPR, PA- DSS guidelines and any regulatory/ statutory guidelines during contract period,

- The bidder to provide the list of all open-source libraries being used in the solution. None of these should consist of any malicious code/script. All such libraries/code to undergo Static App–Security Testing - Static Code Analyzer SAST scan by the bidder. NSFL will engage external IT Security agencies for VAPT.

- Static application security testing and dynamic application security testing should be conducted by the bidder for any change request involving a design or code change. All gaps

identified to be fixed by bidder prior to go-live.

- NSFL reserves the right to conduct further security testing of the source code and the system by either NSFL personnel or another party. Any gaps identified during this testing to be fixed by bidder at no extra cost to NSFL

➢ Encryption:

- Hashing algorithms: SHA-224 SHA-256 SHA-384 or SHA-512

- HMAC algorithms: any approved hash algorithm with key length no less than 112 bits

- Digital signature: DSA or RSA with key length no less than 2048 bits.

- Symmetric encryption algorithms: 3DES AES

- Public key encryption algorithms: RSA with key length no less than 2048 bits

➢ Development Process Guidelines

- The Solution / software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of NSFL

- The bidder should provide the complete documentation including technical, operations, user manual.

- For every software including any third-party software before software/ service become operational, the bidder must deliver to NSFL, documents including user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures.

- The bidder should also 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 related to traceability of the product as and when applicable. Any level / version changes and / or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the bidder to NSFL without any additional cost to NSFL

- All the patches/ fixes/ updates, minor and major version upgrades of all the software components released by the OEM during the contract period should be provided. The bidder should ensure implementation of all the patches/ fixes/updates and minor/major version upgrades in the production environment to the latest version during the contract period without any additional cost to NSFL

- The bidder should provide on-site comprehensive warranty for the software Platform & produce documentary evidence from software OEM/ OSD of having agreed to provide back-to-back warranty and technical support for its supplied products and related services on the

terms agreed between the parties.

- The bidder has to ensure seamless migration of the application and Solution after expiry of contract period / termination of contract.

- If NSFL, with mutual agreement with successful bidder, desires to upgrade to higher version of database or hardware, the bidder shall be required to comply with NSFLs requirement.

- The proposed solution should support the database and hardware version proposed by the bidder and provided by NSFL. NSFL will take care of hardware and database upgrade activity. The bidder has to ensure that the application should be compatible with hardware and database.

- The Solution integration testing will be followed by user acceptance testing, plan for which has to be submitted by the bidder to NSFL. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests. NSFL staff/ third Party vendor designated by NSFL will carry out the testing. This staff / third party vendor has to be trained by successful bidder for this purpose. Bidder should carry out other testing like resiliency / benchmarking / load. Bidder should submit result log for all testing to NSFL

➢ Training requirements

- The bidder shall organize for training (familiarization) to the NSFL's team as follows:

- Five working days training to the NSFL's Core Team is to be imparted before UAT. The training program may be conducted in 2 batches.

- Additionally, training to be provided to NSFL's team, Support & Front Office users on 'Train the Trainer' model.

- Module wise Job cards to be provided (in soft copies) to all the trainees along with accounting entry illustrations for each type of transactions, including relevant system generated transactions.

- The bidder must provide comprehensive training (technical and functional separately) to NSFL Staff, once in a year (5 working days) during the contract period. The training shall be provided as and when required by NSFL. The bidder shall train designated NSFL officials on the configuration, operation / functionalities, maintenance, support & administration for software / middleware, application architecture and components, installation, troubleshooting processes.

- The Training will be carried out onsite at Mumbai & Hyderabad at the NSFL's training centers. The training program may be split into 2 groups – Technical and Trainer level training. The groups may be covered in 2 batches of 20 officers each. The bidders are requested to indicate the optimum number of days / hours required for both Technical and User level training programs onsite. The bidder can use the infrastructure at NSFL for this purpose.

- Training to the IT team should cover the system administration viz.

- User management

- Management of Application software

- Data base administration

- Report writing

- Security management

- Backup & Disaster Recovery Operations

- Troubleshooting.

- Training to the User Groups of around 20 engaged with various domains of the NSFL's operations about:

- Functionality available in the Module

- Parameterization

- Auditing Techniques

- Report Generation.

• The bidder should also train the NSFL's Business Operations team to On- board Partners and Use their Portal for Partner On-boarding, Catalogue Upload and view reports.

• API Integration Training for NSFL Business Operations to create/modify journeys, Integrate Partners with Standard API's – API Integration Training to include Standard API Kit, Documentation and Integration Testing Method.

• Successful bidder should provide self-paced on demand training content in audio video format for NSFL staff.

➢ Hardware Sizing and Performance Requirement:

• The proposed Solution shall be hosted on NABARD's on-premises infrastructure. However, Solution should have capability to migrate to any other solution as per the NSFL's requirement.

• NSFL shall provide Hardware, Operating System and Oracle Database. However, the selected bidder has to supply and maintain the complete Installation, Configuration, Customization, Up-gradation, Maintenance and Support of all the software / tools required in the proposed Solution for DC, NDR, DR in UAT, pre-production and production environments.

• The successful bidder must design the Solution with high availability & secure infrastructure in Data Centre, Disaster Recovery site as per Industry accepted security standards and best practices.

• The bidder should propose the comprehensive Solution having services for front end

(Customer side) as well back end (NSFL Side) to meet the requirements in the RFP. The bidder must provide details of all proposed software component in Bill of Material & the corresponding price in Commercial Bid Format.

- Also supply of any 3rd party software/ applications/services required for installation / functioning of the solution deployed by the bidder should also be provided by the successful bidder.

- The bidder should submit the detailed bill of material covering all the software components being supplied as part of the solution with details of the required infrastructure from NSFL

- The bidder should host the Solution at NSFL's advised premises in High Availability mode, along with DR and a minimum uptime time of 99.95% per quarter.

- The bidder shall do proactive monitoring and capacity planning at regular intervals and advice NSFL on Hardware / Software upgrades. However, there should not be any additional cost to NSFL for any software upgrade during the implementation period till Go Live, as NSFL may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the bidder.

- As part of the technical Solution, the bidder must provide the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity, Network and other related requirements. In the event the sizing proposed by the bidder does not meet the performance / service levels of NSFL, the bidder will at their cost carry out the necessary upgrades/ replacements.

- The bidder to design & size the hardware required at Primary Data Center (Including Test/ Development/ Training environments), Disaster Recovery (DR) Site, Near DR Site (NDR). The bidder to provide the complete architecture, hardware requirement for end-to-end functioning of the Solution as part of technical bid submitted to NSFL

- The bidder should provide complete details of the hardware, software and network architecture of the Solution offered by means of diagrammatic/ pictorial representations, including the project plan for going live.

- Bidder to carry out Health Check-up on the application on regular basis (i.e. at least once every 6 months) for suggesting any improvements in software configurations.

- The bidder must provide requirement of optimal size of the Hardware, Operating System, Database, keeping in view the current average and peak volume of transactions and to extrapolate the same for the full Contract period (i.e., 5 years). Some of the basic parameters (indicative) for sizing are given herein under.

Performance & Volume Metrics	Estimated loans to be processed on the co-lending solution will be around INR 5000 crores by FY 28.	
Expected Response Time	**Parameter**	**Expected response time**
	Static page loading by end-user	< 2 seconds
	Executing search and rendering search result on application user interface	< 5 seconds
	Viewing of report of size < 1 MB	< 5 seconds
	Per transactional response time	< 5 seconds
	Server-side response time	< 500 ms

- Growth Projections estimated on Co-lending: NSFL expects AUM of around INR 5,000 Crores by FY28. The architecture proposed by the Successful bidder including hardware, OS and Database should be sized to support performance and volume metrics furnished in the para above.

- The system should be capable of keeping online data of at least 5 years. Thereafter, the system should provide online archival & purging of data. The response time at server end should always be less than 500 ms. During the agreement period, if at any stage, it is found that the Solution provided by the bidder is not able to give the requisite performance as per the sizing parameters (i.e., up time above 99.95% and response time < 500 ms) the bidder shall have to provide additional hardware, software without any additional cost to NSFL. The hardware proposed for the Solution should not exceed 70% of CPU(s), Memory(s), Hard Disk(s), network and other resources utilization levels at any given point in time during the Contract Period.

- ➤ The Data replication should happen from Primary site to DR site on real time to keep them in sync.

- Recovery Time Objective (RTO) – 60 Minutes

- Recovery Point Objective (RPO) – 0

- Bidder is also required to conduct at least one DR drill of the proposed Solution in a quarter or as per NSFL's requirement.

➢ Roll Out Plan

- To ensure that there is a quick turnaround of a functioning solution, which will bring value to NSFL and is operational in the minimum possible timeframe, the implementation needs to be divided into phases.

- The bidder should roll out the 'Integrated Co-lending Solution' as per implementation plan agreed with NSFL, however, NSFL expects the bidder to implement the scope defined, within 'Milestones' (section).

1.24 Other requirements

- All the components of proposed solution (software, hardware etc.) in the DC site should be replicated at the NDR & DR site (except for test and development environment). The proposed solution should support database-database and storage-storage replication between DC to NDR and DR with a recovery point objective (RPO) and a recovery time objective (RTO) of NSFL. The replication between DC and DR should be possible in both directions. NSFL should have the liberty to deploy the solution in multiple test environment in NSFL's Data Center.

- The bidder should supply, configure, customize, maintain and support a solution offered by them, which also includes but not limited to:

  o Supply, installation, customization/ development and maintenance of required solutions

  o Provide interfaces required to integrate the solution with other systems and applications

  o Provide application helpdesk

  o Provide Warranty support of the solution deployed

  o Training the core team & trainers (on Train the Trainer model)

  o Provide hand-holding support during roll-out

  o Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution 99% per day etc. End of day daily time sheet to be filled and shared with NSFL staff with closure status of Service desk request and other project activities.

1.25 All the technical specifications and functionalities as detailed in   RFP form part of the Scope of Work.

2)   Escrow

NSFL and the successful bidder with OEM shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Co-lending Solution supplied by the successful bidder to NSFL in order to protect its interests in an eventual situation.

NSFL and the successful bidder and OEM shall enter into escrow agreement with the designated escrow agent, which will set out, inter-alia, the events of the release of the source code and the obligations of the escrow agent.

As a part of the escrow arrangement, the successful bidder and OEM are expected to provide a detailed code documentation of the Co-lending Solution.

The Escrow arrangement suggested by the successful bidder shall not be binding on NSFL. NSFL reserves the right to explore alternate escrow mechanisms based on the NSFL's existing practices. NSFL and the successful bidder may enter into such escrow arrangement that is mutually agreed upon by the two parties. The source code of customizations done by the successful bidder on the latest version of the application software under the proposed solution running in NSFL is to be kept in escrow at least once in a quarter.

The escrow will be released to and become the property of NSFL in the event that the agreement is terminated for either default or insolvency or should the bidder/ OEM cease, or give notice of intention to cease to provide maintenance or technical support service for the software as required by the agreement. All payment and costs with respect to lodging of software with escrow services in India would be borne by the successful bidder.

3)   Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits performed by or on behalf of NSFL. The periodicity of these audits will be decided at the discretion of NSFL. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide NSFL access to various monitoring and performance measurement systems. The successful bidder must provide NSFL access to the auditing menu through the application itself and facilitate the audits. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to NSFL.

For service level measurement, as defined in Service Level Agreement (SLA) (format will be shared with the Successful bidder along with Purchase order), data recording is to be captured by the industry standard tools implemented by the successful bidder. These tools should be a part of the proposed solution.

4)   User Acceptance Test of Software

- NSFL shall conduct User Acceptance Test (UAT) for the Integrated Co-Lending Solution to ensure that all the functional requirements are available & functioning as per RFP and the successful bidder shall support NSFL in the UAT process.

- The Successful bidder will be responsible for conducting system integration testing to verify that all system elements have been properly integrated and that the system performs all its functions.

- Successful bidder will be responsible for setting and maintaining the test environment during the entire period of project implementation and will ensure its configuration and parameterization for conducting the UAT as per NSFL's policies and in compliance with this RFP's requirements.

- The Successful bidder will provide the scenarios for UAT and assist in preparing test cases including the test data to support all the Business scenarios. The Successful bidder should dedicate resources (from Successful bidder's as well as the OEM's team) to work with the NSFL's project team for this purpose.

- The Successful bidder shall assist NSFL in analyzing / comparing the results of testing.

- Successful bidder shall provide adequate resources for trouble-shooting during the entire UAT process of NSFL

- The Successful bidder shall be responsible for maintaining appropriate program change control and version control of the system as well as documentation of UAT and change of configuration and parameterization after making changes in the system.

- All errors, bugs enhancements/ modifications required during and after testing will be resolved within the overall timelines for implementation. Sign–off for the same will be obtained from NSFL prior to implementing the work-around, in respect of errors and bugs affecting the functioning of NSFL

- The Successful bidder will be responsible for using appropriate tools for logging, managing, resolving and tracking issues and its progress, arising out of testing and ensuring that all issues are addressed in a timely manner to the satisfaction of NSFL and as per requirements mentioned in this RFP.

- NSFL will accept the developed / customized software only after implementation of the software with successful conduct of acceptance testing by its users, including load and performance test. Software will be considered to be accepted only after NSFL issues an acceptance letter to the successful bidder.

- The solution may be audited for risk analysis and security features by NSFL's IS Audit team or a third party appointed by NSFL, if so desired by NSFL. Support is to be provided for fixing such findings.

5)   Customization of the Software

On awarding the contract, the successful bidder should discuss with core users of NSFL for understanding the functioning of the existing system and gap analysis. The successful bidder shall prepare a customization document based on the gap analysis and other requirements of the RFP. The successful bidder shall undertake to obtain NSFL's approval of the customization documentation and associated project plans before software customization work commences. The customization document should provide the plan in detail based on the criticality of the requirements.

6)   Licenses

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite permission / license for the equipment / software.

The bidder shall explicitly absolve NSFL of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve NSFL in all cases of possible litigation/claims arising out of any company right/license violation.) for software (s) sourced either from third parties or from themselves.

The licensing as well as cost must be factored accordingly in the commercials. System shall support 1500 concurrency with unlimited users.

The Parties shall comply with all Laws applicable to them and shall obtain all applicable permits and licenses required of them in connection with its obligations under this Agreement.

In respect of development of Software, the Business logic for the software developed is the sole proprietary of NSFL and the same shall not be shared without prior written consent of NSFL. NSFL will hold the IPR for the journeys customization/business rules designed during the project

The bidder must carry out the application installations, version upgrades, patch updates, and also address Common Vulnerabilities and Exposures (CVE) and audit observations as per the NSFL's requirement, without any additional cost to NSFL.

Notwithstanding the disclosure of any confidential information by the Company, NSFL shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exists or thereafter may be obtained by NSFL is either granted or implied by the conveying of confidential information.

Each Party shall, upon the later of (i) the expiration or termination of this Agreement and (ii) the last day of the Termination Assistance Period (the "End Date"):

(a)   return, destroy or erase all Intellectual Property of the other Party; and

(b)   Return to the other Party all assets owned, licensed or leased by the other Party.

7)   Disaster Recovery Site

The successful bidder is required to configure the NDR (at Mumbai, Disaster Recovery (DR) setup for the proposed solution (currently hosted at Mumbai). DR setup will be mirror image of the Primary setup.

Recovery Point Objective (RPO) for DR   0

Recovery Time Objective (RTO) for DR   60 min

 NSFL will arrange for the network/WAN link between DC and NDR as well as DR Sites. Network requirement has to be specified clearly to meet the specified RPO and RTO as above. For a DR Drill, NSFL may plan to shift functioning of all the systems from Primary to DR which would include the Co-lending Solution also. Modalities for such Switchover/ Switchback needs to be provided by the successful bidder. The minimum number of DR drills is presently two (one per half year). This will be subject to requirement from NSFL from time to time.

8)   Documentation

Detailed documentation (functional and technical) shall be provided to NSFL on all the implementation and customization done. Backup, archival, restoration and database maintenance (specific to application functioning) shall be provided by the successful bidder duly documented. Documentation and data dictionary shall be updated and provided to NSFL after every customization.

The following minimum documentation (hard copy and soft copy) on any proposed software components must be made available in English:

1.   General functional description

2.   Set up and installation guide

3.   User guide including:

    a.   Screen layouts

    b.   Report layouts

    c.   Transaction processing rules

    d.   Operation authorization descriptions

    e.   Error correction procedure descriptions

4.   Error tracking and defect resolution documentation process

5.   System administrator guide including:

      a.   Data base administration guide

      b.   Data backup guide

      c.   System security and access guide

      d.   System audit trail guide

      e.   Glossary of terms

      f.   Necessary training for version upgrades / system maintenance

      g.   Changes in usage of the system in case of major upgrades

      h.   Detailed SRS (System Requirement Specifications) Document

6.   High Level Architecture Document.

7.   Techno – Functional Risks and Mitigation Document

8.   Functionality Traceability matrix

9.   High Level Design Document

10.   Proof of Concept for the solution

11.   Low Level Design Document

12.   Test Plans

13.   Comprehensive Test Cases Document (Unit, Integration and UAT Test cases)

14.   Deployment Plan Document

15.   Content Management Guide

16.   Change Management Methodology Document

17.   Security Guide

18.   User Management Guide

19.   Release Notes

20.   BCP Guide

9)   Period of Validity of Bids

Bids should remain valid for the period of 180 days after the last date for submission of bid prescribed by NSFL. A bid valid for a shorter period shall be rejected by NSFL as non-responsive. NSFL may seek

extension of bid validity period, if required.

10) Authorization to Bid

Responses submitted by a bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney/ authority letter authorizing the signatory to sign the bid.

11) Change Orders

NSFL may at any time, by a written order given to the bidder make changes within the general scope of the Contract in any one or more of the following:

a. the place of delivery; and / or

b. the Services to be provided by the Supplier;

If any such change causes an increase or decrease in the cost of, or the time required for, the bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the NSFL's change order.

12) Service Level Agreement (SLA)

The supplier shall be required to sign the Service Level Agreement (SLA) covering all terms and conditions of this RFP and Purchase Order within 30 days from the date of issuing the purchase order.

SLA format will be shared with the Successful bidder along with Purchase order.

13)   Human Resource Requirements

Roles of skilled and experienced resources to be provided by the bidder:

- o   Products and Services Journey designers
- o   UI/UX designers
- o   Business Analyst
- o   Subject Matter Experts / Domain Experts
- o   Developers
- o   Testers
- o   Enterprise Architect (EA)
- o   Fintech services integration
- o   Project manager
- o   Maintenance / L1 / L2 / L3 production support

Additionally, for production support, there should be post go live

- ❖   L1 support – common across a group of journeys (Onsite) – minimum one onsite technical support engineers per shift (to meet the defined SLAs) at NSFL's designated office in Mumbai.

- ❖   Without any additional cost such as travelling, lodging, for functional / technical support, ad-hoc reporting, managing the solution on 24x7x365 basis.

- ❖   L2 support and L3 support – having developer/ engineer background/ skillsets for carrying out any minor modifications in the application / solution based on the requirements of NSFL from time-to-time. The dedicated L2 and L3 onsite engineer to be available during all working days of NSFL. In case of leave of the dedicated L3/L2 onsite engineer, bidder to provide alternate resource as substitute at the NSFL's development center. NSFL may also increase the count of L3/L2 engineers based on the NSFL's requirements in future.

Enterprise Architect, Business Analyst, journey designers / UI/ UX designers and project managers have to ensure journey creation mapped to business requirements as per best industry practices and obtain sign-off from NSFL. Developers and testers to be involved from grooming sessions onwards and the maintenance / support team to get involved post go live.

Bidder to provide the profile and list of the key resources working on the project after kick-off meeting. Any change in such key resources during the project shall be with the permission of NSFL and it will be the responsibility of the bidder to ensure that a replacement resource is assigned and available in the project with similar experience and sufficient knowledge transfer is carried out to ensure smooth functioning of the project. Provided however no such permission shall be required in case of Major illness, disability, death, termination of such key personnel established through furnishing acceptable documentary evidence to the effect to NSFL as the case may be. In case of any such events leading to deficiency in the project deliverables / functioning, the same will be treated as lack of performance on part of bidder.

14) Installation/ Implementation/ Maintenance Requirements

- The project will follow agile development process i.e. sprint-based development. Each sprint should have the following phases
    - Requirement gathering and wireframe / prototype creation
    - Effort estimation
    - Development
    - Demo
    - Testing (QA)
    - UAT
    - Pre-production
    - Production
    - Post-production support
    - Others

- Requirement gathering and wireframe / prototype creation phase
    - The Co-lending Solution should have off-the-shelf journeys. The demo of the same to be provided to NSFL
    - The Business Analyst will finalize the journey workflow on basis of required inputs given by NSFL
    - The solution should be low-code/no-code & configurable as per NSFL's policies

- Wireframes of the journey design to be created based on requirements/inputs given by NSFL

- The Business Analyst will write the user stories for NSFL stakeholders to validate / sign off.

  ➢ The user story must contain workflow and acceptance criteria

  ➢ Edge case and drop off scenarios handling

  ➢ Users impacted and access rights / permission sets to users for all activities

- Effort estimation

  - The user stories should be discussed with developers and testers and estimates of development timelines to be taken

  - The developers should also clarify the requirements if needed

  - The developers should also ensure that all necessary integrations, systems impact is mentioned in the user story

  - The developers should discuss with the systems architect on potential impact of the build on the system

  - Final development timelines to be shared by the developers along with key asks for NSFL in terms of

  ➢ Integrations needed

  ➢ Infrastructure support

  ➢ Any additional support

- Development

  The developers should follow sprint-based development, each sprint comprising of 2 weeks or less

  Solution team should provide frequent demonstrations of the development done (At least 2 times per sprint)

- QA testing

  QA engineers to create test cases and automate test

  The build is to be tested by QA engineers

All types of testing – unit testing, integration testing, system testing and acceptance testing to be done

All issues highlighted by QA to be resolved by developers

Tracking of bugs raised to be done

- UAT testing

    NSFL will test the journey developed

    The issues / bugs highlighted should be resolved by the solution team

    The issues / bugs raised should be tracked and categorized – i.e. requirement miss, development issue, change requests etc.

- Pre-production

    The build should be deployed to pre-production

    Load testing, integrations testing etc. to be conducted

- Production

    Production deployment of journeys created including all integrations

- Post-production support

Provide support for configuration changes, access rights, bugs / issues reported etc. postproduction.

- Others

    To provide complete training on the entire solution with all its components

    Monitoring and confirming the DR replication and performing DR

    Alerting NSFL in case of any performance issues or hardware upgradation requirements with justifications.

15)   Insurance

The Service Provider may be required to take adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission/ commission/ dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement. Bidder should have cyber insurance policy to cover first-party and third-party liability coverage to organization when cyber risk materializes and/or cyber security controls at organization fails. The coverage established by cyber insurance shall cover property, theft and network level security.

16) Delivery and Documents

Delivery of the goods and services shall be made by the Supplier in accordance with the terms specified in the schedule of requirements. The details of shipping and / or other documents to be furnished by the Supplier are as follows.

(i)   Copy of the Supplier Invoice showing contract number, description, quantity, unit price, total amount;

(ii)   Manufacturer's / Supplier's Warranty Certificate;

17) Delays in the Supplier's Performance

- Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

- If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract, if required.

18) Jurisdiction and Applicable Law

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of the Courts of Law in Mumbai. Compliance with labor and tax laws, etc. will be the responsibility of the service provider at their cost.

Issue Classification				
Severity 1				
Severity 2				
Severity 3				

19)

NSFL's right to accept or reject any bid or all bids

- NSFL reserves the right to accept or reject any bid / all bids or annul the bidding process at any time prior to awarding the contract, without thereby incurring any liability to the affected bidder or bidders.

- NSFL reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the submission of response to RFP & publishing the same on NSFL Website and e-procurement portal.

20)   Performance Security

a.   Within 15 days of signing the contract, the successful bidder shall furnish to NSFL the Performance Security equivalent to 5% of the contract value in the form of a Bank Guarantee, valid for 60 months with further six -months claim period, in the format enclosed (Annexure-IV). Relaxation if any, extended by GOI/ competent authorities for furnishing PBG shall be passed on to eligible bidders.

b.   The performance security submitted by the successful bidder shall be invoked by NSFL as compensation for any loss resulting from the bidder's failure in completing their obligations under the Contract.

c.   The performance security will be discharged by NSFL and returned to the successful bidder not later than thirty (60) days following the date of completion of the successful bidder's performance obligations under the Contract.

d.   Failure of the successful bidder to comply with the requirement of signing of contract and performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event NSFL may call for new bids.

RFP for Co-lending Solution

12.19 ANNEXURE XIX – Technical Specifications

A. Technical Specification

The features required are classified/ listed against each of the features, the maximum mark has been provided. The response to the product feature will be evaluated as per the matrix detailed in the RFP document.

1. TECHNICAL SPECIFICATIONS – 80 marks (Each item carries 0.50 marks) The detailed technical specs for each of the feature is as follows:

Sr. No.	Particulars	Bidder's Compliance mention "YES"/"NO"	Bidder Remarks, if any
1	Solution must configure and expose customer journeys / customer assisted journeys or specific stages in the journey as a web portal/mobile app. Also, the solution has to integrate with the mobile app/ website/ / Chatbot / & other devices/appliances of NSFL via web view / SDK / URL redirect or through any other mode of integration required by NSFL. Web Application should work in all major browsers like Google Chrome, Microsoft Edge, Apple Safari, Mozilla Firefox etc.		
2	The solution shall provide an Omni-channel experience to customers / users with consistent, convenient and excellent User Interface (UI) and User Experience (UX).		
3	The solution should use web-based technology with multi-tier (minimum 3-tier) architecture using modern CSP (Cloud Service Provider) agnostic cloud-native technologies for development and for deployment at on-premises environment including web & touch enabled user interface.		
4	The system should follow modular application architecture with Hyper-scalability, separating the functionality of applications as independent services.		
5	Solution should have horizontal and vertical scalability with high availability to support future increase in transaction		

	volumes and increase in number of concurrent users.		
6	The solution should trigger automated alerts and notifications to customers and relevant NSFL users as per use cases across preferred channels & timings. It should also be capable of using NSFL's existing SMS and Email gateway.		
7	The solution should leverage NSFL's data to personalize the experience for consumers in real time / near Real-time depending on individual use-cases.		
8	The solution should provide for building various User Interface (UI) having Low Code/ No Code builder capabilities.		
9	The solution should provide interface with NSFL's Middleware System and with various internal/ external systems on web services messaging formats like REST API / SOAP, with standardized data formats JSON, XML, ISO 8583 etc.		
10	The solution should be able to Extract, Transform and Load data from the source systems and consume Big Data		
11	The solution should provide facility for seamless integration to various Fintech's and the solution should be able to consume APIs as well as provide well defined and well documented Open APIs To be exposed to 3rd party's/ Fintech's. The solution should be able to handle both Synchronous and Asynchronous calls		
12	The solution should provide configurable on-demand, real time reports, reconciliation data files, dashboards, etc. as per the needs and specifications of NSFL with drill down/ slice and dice / multi-dimensional views/reports.		
13	The solution should provide robust integration layer for integrating into a NSFL's analytics systems, CRM systems and any other internal systems for easy data exchange for various use-cases.		
14	The solution should use Micro-services-based architecture that enables decoupling with flexibility in deploying new feature/ capabilities.		
15	The architecture should have ability to increase the number of concurrent instances to keep the application and database server parameters below 70% utilization (CPU, Memory and other infra).		
	The solution should provide logging and monitoring capabilities and provide feed to SIEM & any other		

16	monitoring / security solution in NSFL. Solution should ensure that the logs generated are secure and tamper free		
17	The solution should integrate with the NSFL's existing Ticketing tool and Application Performance Monitoring Tool.		
18	The solution should be capable of logging successful and unsuccessful authentication attempts/ events.		
19	The solution should be capable of Active Directory (AD) / LDAP SSO/IDAM Solutions integration for single sign-on authentication for designated users.		
20	The solution should have security and control features within the application as per OWASP, PADSS standards.		
21	The solution should provide High Availability with a minimum uptime time of 99.50% and response time and TPS as per SLA requirements.		
22	The solution should handle all web application security threats like Cross-site scripting, SQL injection flaws, Malicious file execution, Information leakage, Improper error handling, Broken authentication and session management, Insecure Cryptographic storage, Failure to restrict URL access etc.		
23	The solution must support load balancing with H.A. across multiple servers/ clusters with seamless failover, complete disaster recovery and optimal service delivery, Single application failure etc. with No Single Point of Failure		
24	The solution must comply/adhere to Data localization norms and privacy protection norms as per our Statutory / Regulatory requirements and our NSFL's policies		
25	The Solution should be agnostic and not dependent on any proprietary infrastructure. The solution should be deployed on High Availability (HA) architecture and should be capable of balancing the load between multiple active instances.		
26	The solution is to have strong authorization controls with necessary controls for prevention against unauthorized application / data access and distribution. All Personal Information (PI) data including Customer account details, transaction data or any sensitive information should be encrypted during transit. The solution should ensure Data Integrity using internationally accepted hashing algorithms such as MD5/ SHA-2 or higher etc. and support standard algorithms like AES, TLS.		

27	The solution has to interface with the stakeholders through front- end web-portal and other channels right from lead/sourcing till the entire journey completion, with required digital interactions of all NSFL and third parties' officials like panel advocates, valuers, DSAs, feet on street, Business Correspondents, Collection agents, etc. over a omni-channel platform agnostic mobile application for an end-to-end digital journey. It is envisaged that the end-to-end loan journeys at branch has to also be carried out by branch officials in their front-end on the offered digital co-lending solution and cover the workflow including processing centres, administrative offices, committees, etc.		
28	It is required that the offered CLM solution be a Multi-lingual, device-agnostic responsive web portal and Android & iOS-based Application empowering NBFCs and Employees/Agents/Partners (field agents, Lawyers, valuers, etc. to record physical visits, give comments, upload documents, etc.) with common User Interface / User Experience (UI/UX) across Web, Mobile, and Tab for all the Products		
29	The solution should possess capabilities like Optical Character Recognition (OCR), Credit Scoring Models, and Underwriting, to maximize automation for process efficiency and risk mitigation		
30	For Credit Appraisal, it should generate 360-degree customer profile integrated with the internal systems like CLMAS, MIS, RAM, as well as external systems like UIDAI, NPCI, NSDL, Account Aggregators, e-Stamping & e-Signing, Credit Bureaus, CERSAI, MCA, SEBI, GST, EPFO, ITR, Bank Statements other Data, and Analytical sources, fraud check, AML and defaulter/blacklist check, De-duplication, related party transaction, cross- comparison of data, internal database checks, etc.		
31	The solution needs to be built on a modular architecture to achieve the desired scale while having the ease to configure/ enhance and modify as per future requirements.		
32	Assisted journeys would cover forwarding of recommendations/ in-principle approvals to the selected/specified branch/ back- office/ Agent/ partner for onward processing and sanction/rejection (including management of exceptions and deviations), create the Loan Account, create charge and share other relevant information to NSFL's CLMAS system, including Documentation (soft		

	copy and printable formats) and Disbursement		
33	Designed using Micro services and Open API, Cloud Native and Containerized Architecture providing Omni-channel and unified customer experience, with deep analytics and AI/ML engine		
34	Integration with monitoring and analytics tool for the product, which can help determine performance metrics, event monitoring for infrastructure and cloud services if any		
35	The solution should be agile, cloud native delivery model (ready for lift and shift from on-prem to cloud) and leverage DevOps for the same, support runtime Containerization to facilitate on demand / automated and seamless scalability, based on request / volume or infra resource utilization or ability to increase concurrent instances based on utilization threshold limits.		
36	The bidder must not make an assumption to use / reuse any existing product /solution in NSFL. The bidder must provide details of all proposed software components in Bill of Material.		
37	Maintenance of the end to end solution, installation, configuration, upgrade, patch update, hardening as per NSFL's policy, fault resolution, addressing VAPT/Audit/Security's observations, resolving technical performances issue, liaising with respective OEMs, adherence to regulatory and statutory requirements within time frame stipulated by NSFL without any additional cost to the NSFL. The observations may be made at any frequency by the NSFL or NSFL appointed external auditor.		
38	Bidder to provide a detailed architecture document detailing internal connections and their components, Bill of Materials, UAT/Testing/SIT Environment, Development Environment, Production- Primary, Disaster Recovery, Training		
39	Certificate from CERT-IN empaneled auditor evidencing that the security testing of the application has been done		
40	Updates/ Upgrades/ New releases/ New versions need to be notified to NSFL including product releases to incorporate technological changes, consolidating all bug fixes, consolidating all enhancement requests made by NSFL		
	Patch management, release update and upgrade of in-scope applications during the contract period, all update or		

41	upgrade needs to be done with concurrence of NSFL. The successful bidder to ensure that necessary due diligence in carried out for pre-testing before releasing to UAT		
42	End to end support of all the components specified under the BILL OF MATERIAL, Associated/Dependent Components of Technology Stack		
43	Compliance certificate on security as per scope of work to be submitted		
44	If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite Permission / license for the equipment / software to be used in the NSFL's project.		
45	The successful bidder has to provide handholding support to the new incoming bidder in case of termination of the contractor or completion of the contract for smooth handover of the operation. If successful bidder fails to provide handholding support, NSFL shall invoke BANK Guarantee for performance		
46	To design the solution, security, and data flow architecture in line with the NSFL's environment		
47	To develop, configure, customize, and implement the solution according to the project scope, technical specifications and functional specifications within the timelines		
48	Ensure solution scalability and performance in line with NSFL's business projections and expected performance levels (SLAs)		
49	Testing of the solution to also include Unit Testing, System Integration Testing, Performance Testing and Load Testing.		
50	Successful bidder to fully support the UAT, security review, audits, or any other testing requirements of NSFL during the entire contract period		
51	Bidder to fix any vulnerabilities/bugs/issues in the solution at no additional cost		
52	Solution must have integrated Document management system and repository for transactional documents and individual loan documents throughout the life of the transaction		
53	Bidder to provide system specifications with overall architecture covering Technical Architecture including		

	security architecture		
54	Solution must adhere to standards such as OWASP-MASVS,OWASP-ASVS and other relevant OWASP standards, security and data protection guidelines in ISO 12812, threat catalogues and guides developed by NIST (including for Bluetooth and LTE security), for application security and other protection measures.		
55	Solution should be complied with top 10 OWASP security coding practice and certificate to be submitted when required by NSFL		
56	The product should be developed with secure coding standards and a certificate in this regard to be submitted		
57	Successful bidder is responsible for the performance, stability, continuity, reliability, root cause analysis, bug fixes, workarounds/Troubleshooting		
58	Offered solution to comply with NSFL's IT, IS, Data policies etc		
59	Offered solution to comply with data protection, privacy, availability, and confidentiality guidelines		
60	Successful bidder is responsible for application security and availability		
61	Successful bidder must ensure system and software access control and administration.		
62	Successful bidder must comply with Incident response and reporting procedures		
63	Successful bidder shall submit compliance certificate confirming that the solution is free of known vulnerabilities, malwares and any covert channels		
64	The VA shall be conducted at least on a quarterly basis; PT shall be conducted at least on a quarterly basis. In addition, VA/PT shall be conducted as and when any new solution/product is introduced or when any major change is performed in solution/product. Successful bidder is responsible to address all findings in such exercise within the timelines stipulated as per NSFL's guidelines		
65	Successful bidder shall comply with Data Encryption/Protection stipulated as per NSFL's guidelines		
66	Strong crypto-standards (example- AES 256 and above), security protocols (example-TLS v1.2 and above) security standards authentication and authorization (Example-OAuth 2.0,JWT) internationally accepted and published		

	security standards		
67	Solution should support Oauth, OpenID, SAML and other standard authentication tokens. Solution should be capable of authenticating users using their social media credentials or NSFL's AD solutions		
68	Must have capability to support the OAuth 2.0 /Open ID Connect integration capabilities		
69	Must have capabilities to support sign-on (SSO) capabilities based on strong industry standards but not limited to OpenID Connect, extensible Access Control Markup Language (XACML) standards along with SAML 2.0 and OAuth 2.0		
70	Must the have capability to support Security mechanism such as TLS v1.2 and above, AD-Integration, Certificates and Key		
71	Must the have capability to support the LDAP, authentication Method Access Control using Mutual Authentication with Encrypted Payload		
72	Must have capabilities to support authentication methods such as Bearers Token, HMAC Signatures, JSON Web Tokens, OAuth 2.0 and above, Open ID connect, PKI, X.509 certificates, SSL certificate authorization		
73	Must adhere to compliance standards but not limited to PCI-DSS, ISO/IEC 27000 family security standards, NIST, as well as our regulatory and statutory compliance's requirements		
74	Secure exchange of payment messages not limited to secure message queues, secure file transfer, secure API.		
75	Capability to integrate with HSM for key management		
76	Confidentiality, integrity and availability must be ensured as well as adherence to NSFL security policies / statutory/regulatory requirements		
77	To provide complete documentation including technical, operations, user manual, etc.		
78	Onsite L2, L3 and Developer resources, training, installation, testing, migration, providing requisite interfaces and provide technical support are all deliverables without any additional cost to NSFL		
	Successful bidder to provide user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification,		

79	software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures, administrative manual, functional process scripts, integration work units, deployment guide, deployment checklist, user roles & specifications and system guide, data dictionary.		
80	Successful bidder to manage day-to-day operations, system administration & maintenance, database administration, backup and recovery, system support, troubleshooting, technical support, patching, configuration, deployment, change & release management and support (L2 & L3) and DR & BCP activities		
81	Bidder has to provide on-Site maintenance of CLM Solution, and related products with customization, change management, addition of new reports as required and desired by .NSFL Performance tuning of application, necessary and adequate patches, upgrades, utilities, tools etc. after successful GO-LIVE at NSFL, inclusive of providing support for day to day functional and technical support to the NSFL's team at Head office/ Corporate Office, any other office in India as decided by NSFL		
82	Bidder has to provide application maintenance for error fix, patch management, upgradation, additions / modifications in the application to cater changes to data sources and /or new reporting requirements during contract period		
83	Bidder will be required to provide root cause analysis for all performance and availability problems that occur. Formal root cause analysis to be delivered within 5 days of problem occurrence. The duration can be extended for less critical issues. RCA must also contain Actions taken to resolve the problem, Action plan to prevent recurrence, with project plan/tasks required and timing for each major milestone of the correction effort, and identification of NSFL's responsibilities in the correction process		
84	Bidder has to Undertake and assist NSFL officials for the Access Control activities such as User account Creation/deletion as per access policy of the organization, Creating/modifying/deleting groups, Administering user rights, roles and passwords of all the relevant subsystems, Maintaining data access security, Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc. as decided by and at the discretion		

	of NSFL		
85	Successful bidder must undertake and assist NSFL officials for the Performance Tuning activities such as Methodically carry from diagnosis to solutions, Assist in device safe and secure procedures for enhancing performance of critical production systems/databases in a competitive, policy-based environment, Identify, correlate and isolate the performance bottlenecks in components of software solution, Carry out performance tuning of solution application and databases on regular basis, Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc. as decided by and at the discretion of NSFL.		
86	Successful bidder must undertake and assist NSFL official the server administrator activities such as Solution software Re- installation in the event of system crash/failures, Configuring file systems, volumes and apportioning disk space, Ensure proper configuration of server parameters, Periodic system performance tuning, Addition, deletion, re-configuration of devices, additional users, Implementing security patches on servers at all levels, Security management - Configuring account policy, access rights, password control as per NSFL's security policy, Ensure all critical services are running properly on the servers. Schedule and optimize these services, Maintain lists of all system files, root directories and volumes, Performance tuning of servers and other equipment, Monitoring access logs and application logs, Purging of temporary Files, logs in accordance with NSFL's policies, Firewall/IPS/IDS Policy formulation and implementation in the system supplied, Data backup (online and offline) and restoration planning and implementation, Regular and proper backups of all Servers & Storage to protect against data losses, Regular analysis of events and logs generated in the entire sub systems including servers, operating systems, databases, applications, etc. Applying service packs, hot fixes and security rollouts, Customizing login scripts, Troubleshooting Problems, Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc. as decided by and at the discretion of NSFL.		
87	Successful bidder must undertake to assist in the Integration of offered solution with Database Activity Monitoring, Database fine tuning, Privileged Identity Management,		

	security information and event management and Vulnerability Assessment System installed at NSFL		
88	Successful bidder must undertake to assist NSFL official in server administrator activities such as Installation, configuration and commissioning of Backup plan/ policy, Configure Backup for automatic backup of Application and Data, Media Logs/Replacement, Recovery of Data in case of necessity, Regular submission of various reports for all activities undertaken at periodicities, formats and activities as decided by and at the discretion of NSFL		
89	Successful bidder is responsible for monitoring and confirming the DR replication and performing DR for the application ensuring that the application maintains the RPO and RTO as per RFP terms, performing switchover and switchback operations for DR drills as per the RFP terms, switchback/ fallback operations to be performed during DR drill/Disaster, Data protection, complete data backup and other data safeguards including disaster recovery in respect of the project, Coordinating with NSFL for creating infrastructure for Disaster Recovery and Business Continuity Management as per NSFL policies, assist NSFL for Planned/Un-Planned DR drills/Switch Over activities to ensure the business continuity (DR drill periodicity – 4 quarters per financial year)		
90	Successful bidder is responsible for regular submission of various reports for all activities undertaken at periodicities, formats and activities etc. as decided by and at the discretion of NSFL		
91	Successful bidder is responsible to assist in devicing safe and secure procedures for enhancing performance of critical production systems/databases in a competitive, policy-based environment in co-ordination with application vendor		
92	Analysis of events and logs in the entire sub systems servers, operating systems, databases, applications, etc. Applying service packs, hot fixes and security rollouts.		
93	Documents for every software third party software user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures , administrative manual, functional process scripts, integration work units,		

	deployment guide, deployment checklist, user roles & specifications and system guide		
94	Must support for solution/product's compatibility for any change/upgrade of hardware/software infrastructure/technology stack processor model, storage, RAM, OS, hypervisor, database, runtime, middleware without any additional cost		
95	Bidder must support for integration of the offered solution with DAM, PIM, SIEM, Anti-Virus and another security and compliance Solutions		
96	Bidder must support for integration of the offered solution with DRM, ITAM, Backup solutions, SOAR, Fraud Risk Management Solution		
97	Successful bidder must address the any changes proposed by the payment systems operators (example – NPCI) /IFTAS/PFMS/ by our regulatory / by statutory requirements with respect to payment systems and associated systems without any additional cost to NSFL		
98	Solution must adhere to Data localization norms, data privacy and protection norms as per our NSFL's Statutory and Regulatory requirements		
99	Successful bidder must address the end-to-end management of crypto keys, certificates in HSM card and any secure key vault but not limited to key generation, certificate management, storage, activation, distribution, rotation, expiration, revocation, Destruction		
100	Solution must be exposed as API or service which can be integrated with any other present or future system identified by the NSFL without any limitation on account of limitation or integration and without any additional cost to NSFL		
	Mandatorily comprehensive training (technical and functional separately) to NSFL Staff, at least once in a year during the contract period. This training shall be provided as and when major changes are implemented in the project. Vendor shall train designated NSFL officials on the configuration, operation/ functionalities, work flow design, customization, maintenance, support & administration for software/ hardware/ Database/ OS/ Middleware and its		

101	runtime environment, application architecture and components, installation, troubleshooting processes of the proposed solution. The bidder should ensure onsite training for all the users and bidder should give training to the users as and when major changes are implemented at any point during the contract period. Training will need to be carried out onsite at Mumbai & Hyderabad or any other office within India, decided by NSFL for IT team and through WebEx / Video Conference for users at various locations. The bidder will be responsible for training the NSFL's employees in the areas of implementation, Integration, migration, operations, management, error handling, system administration, etc. The training should also cover Functionality available in the solution, New functionality customized (if any), Designing Workflow & User interface, Configuring Business rules, Integration, Data Migration (data mapping, field validation, default values, gaps in data migration, manual data entry programs etc.), Impact Analysis, Generating various MIS reports & Dashboards from the solution provided, System, User and Application administration, Management of servers, storage, database and security, Log analysis and monitoring, Backup and Recovery Operation, Troubleshooting. etc.		

102	The bidder will be expected to deliver to NSFL one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online context sensitive help module included in the software to enable the NSFL's personnel to use and understand the operations of the deliverables. NSFL may make additional copies of NSFL specific documentation for their internal use. End-user level training need to be provided primarily on the model of 'Train the Trainers' and must include Alert / reminder configuration, Use of the application, Easy adoption by the user, Troubleshooting at the user level, Ad-hoc report generation, etc. Standard Operating Procedure (SOP) and training materials for system administration, end User (module wise/ scheme wise/vertical wise) and solution management will be prepared by the bidder and deliver to NSFL. Bidder will update the documents as and when required during contract period. NSFL reserves the right to make copies of these materials and distribute to as many users of NSFL as desired.		
103	The work mentioned in the scope of the RFP also includes design, size, implementation, maintenance, and support for Co- lending solution (including migration of existing data, logs, customizations etc.), its interfaces (both internal and external) and associated infrastructure		
104	Solution will receive and handle Documents in different file formats such as PDF, XML, XLS, CSV, WORD, JPEG, PNG etc.		
105	Secure login id and passwords should support storing of passwords in both encrypted and hashed format		
106	Comprehensive password configuration policies, including expiration time, minimum password strength, password history, maximum login attempts and any other		
107	Configurable on-demand, real time reports and dashboards		
108	Standard user level task views/dashboards configurations		
109	Offered solution must have OCR and Data compression tools and capability of handling scanned documents		

110	OCR tool for extracting key information from documents		
111	Multi-lingual support for scraping, analyzing the documents and statements (PDF, text, images etc)		
112	Identifying the document type (Aadhaar, PAN, Driving License, Passport, Voter ID, other identity documents), extract key information and store it across relevant fields		
113	Automatically identify documents, including multipage documents, locate meaningful fields and extract data		
114	Mask sensitive information		
115	For any new document template, OCR tool should extract data against relevant fields, get it validated from the user and remember similar templates		
116	Seamless Identification, Classification Segregation of documents using ML and OCR		
117	Deploy, configure, test and support document compression tool for compressing the loan documents, customer KYC documents/ videos, agreements and all the loan documents gathered at various stages in the Co-lending journeys		
118	All documents should also open on mobile applications		
119	bidder to provide overall solution architecture with core functionalities as well as Functionality/Business Architecture of Solution		
120	Map Logical Components in Application architecture with server in deployment model including OS, Middleware, Database, Logical Components		
121	Technology/System architecture, platform technology and development framework for customizing applications and interfaces, protocol for integration between Solution and other system		
122	N-tier deployment architecture to provide flexibility and openness ability		
123	Offered solution must have configuration / parameterization capabilities by NSFL user		
124	Solution should comply to the standard of ODMA, Web dev		
125	Interaction between Interaction between logic component, application packages, databases, and middleware systems in terms of functional coverage, application packages, databases, and middleware systems		

126	Development Framework for application customization		
127	UI Designer to create page, layout, form, fragment, widget and default template		
128	Process Modelling Designer to design pool, lanes, gateways, events		
129	Supported integration for Application and Data (real time, batch, MQ, Web Service, API, etc.)		
130	Message-based collaboration based on standard network protocols such as HTTP, SFTP and SMTP		
131	System shall support SMTP based integration with Email Servers		
132	System should support integration with LOS, CLMAS, social media, Chatbot, other required systems of NSFL		
133	Provide methodology for end to end monitoring of the proposed solution / application through alerts and investigation of problem, issue through audit logs investigation of problem, issue through audit logs		
134	Provide archiving/back up mechanism for meeting SLA		
135	RBAC (Role Based Access Control) to be implemented meeting prescribed security standards as per NSFL's policy		
136	Different levels of users assigning different levels rights with option for disabling a user temporarily or on permanent basis		
137	Archiving and removal, configuration migration, audit trails system reports back-up and recovery content management applications, using Web based user interface		
138	Admin to override & release lock on checked-out content		
139	hash encrypted at storage over the network at least SHA1+Salt		
140	Address Common Vulnerabilities and Exposures (CVE), advisories from CERT-IN audit observations		
141	HTTPS with TLS v1.2 and above (with Strong ciphers - internationally security standards that are not deprecated/ demonstrated to be insecure/ vulnerable)		
142	Solution and Exposed API must adhere to Information Security(IS) requirement/policy of NSFL/RBI's security requirements		
143	Full diagram of deployment architecture (including DC/HA, DR, Test, Development environments) and description to be submitted		

144	end to end support of Infrastructure components OS/ virtualization solutions, middleware application, database installation, patch update, hardening addressing Common Vulnerabilities and Exposures (CVE) and audit observations upgrade of higher version of Infrastructure components without any additional cost		
145	Configuration, log, configure parameters, software are synchronized to other components to HA and DR		
146	Not affected due to failure of one disk / power / processor		
147	Node / instance High availability		
148	Data center level High availability		
149	New application/ feature/patch/hotfix or any configuration changes synch across servers/instances in DC and DR.		
150	Archiving and backup		
151	Any fault/ issue/ defect failure intimated by NSFL through any mode of communication like call/ e-mail/ fax etc. are to be acted upon, so as 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 Successful Vendor. The Vendor should have 24X7X365 monitoring, escalation and resolution infrastructure. Onsite support engineer to ensure redressal, handholding, management, etc. Time bound problem addressing team (onsite) for the complete contract period		
152	Provide full Bill of Material which will be delivered to NSFL for operation of the project: S.No |Technology Component	Make Version	Name of the OEM (Table column names) All components other than hardware requirements, OS and Oracle database/Weblogic shall be supplied by the successful bidder as part of the deliverables without any additional cost to NSFL and without any violation on usage rights		
153	Provide Enterprise Application architecture diagram with functional and logical architectures		
154	Provide software architecture diagram with context and container diagrams		
155	Provide data flow diagram		
	Submit Process flow diagram for the below: System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the vendor to		

	NSFL. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests etc. NSFL team or the outsourced team designated by NSFL will carry out the functional testing. This team will need necessary on-site training for the purpose and should be provided by the Service Provider. Service Provider should carry out other testing like resiliency/ benchmarking/ load etc. and submit result log of all testing to NSFL		
156			

In case any of these functionalities are not available currently as part of the solution supplied, they are expected to be delivered by the successful bidder during the contract period, when required by NSFL, without any additional cost to NSFL.

(iii)   FUNCTIONAL SPECIFICATIONS – 320 marks

Functional specifications comprise of 14 main types of requirements, which are listed below:

S. No.	Evaluation parameter
1	User interface and experience (UI/UX)
2	Product configuration and management
3	User management
4	Workflow management
5	Products / Journeys to be designed
6	Fintech capabilities envisaged
7	Document management module
8	Business rule engine
9	Communication
10	Integrations required
11	Dashboard and reporting requirements
12	Audit trails
13	Collateral and asset management
14	Collection / Repayment Management

- Bidder has to score at least 50% in each of the 14 categories listed above to qualify, else will be treated as technically disqualified and will not be considered for further evaluation process.

- For each parameter listed below, bidder will score full marks if Fully Complied (FC), half marks of the parameter for Partially complied (PC) and nil marks for Not Available (NA).

- In case these functionalities are currently partially complied (PC) / Not Available (NA) as part of the solution supplied, these functionalities are to be delivered by the bidder

during the contract period, when required by NSFL, without any additional cost to NSFL.

- The detailed functional specifications of the modules to be delivered as part of Co-lending are described below:

Sr. No.	Functional Requirements	Max marks for parameter	Bidder's Compliance	Bidder Remarks, if any
1	**User interface and experience (UI/UX)**			
1.1	Create customer facing forms, which should be customizable, with validation capability on responses received, pre-filled capability and various layout options.	0.75		
1.2	Generation of document such as letters, forms, loan legal documentation etc basis pre-defined template automatically. These generated forms to be modifiable.	0.75		
1.3	Offered solution must be a responsive omni channel multi-lingual loan origination and automation system from lead acquisition (across various sources) to disbursement for internal as well as external users	0.75		
1.4	The system must use all data that can be fetched or derived from various sources as well as processed by the system automatically using tools/ applications	0.75		
2	**Product configuration and Management**			
2.1	Availability of off-the-shelf solutions with predefined modules, workflows, integrations etc. for standardized products like Personal loan, Home loan, Agri. loan, working capital loan, vehicle loan, supply chain finance etc.	1		
2.2	Define new portfolios, products, schemes based on offerings of NSFL.	1		
2.3	Define pricing (fixed, dynamic/floating) linked to various benchmarks like MCLR, EBLR, Government schemes, subvention, etc. with different frequencies like yearly, monthly etc. along with rules for rules for risk based pricing	1		
2.4	Define different calculation methods, repayments methods/variations like step up,	1		

	step down, bullet payment, pre-payment, part-payment etc.			
2.5	Restrict the availability of the product location wise, segment wise, etc.	1		
2.6	Define schedule for service charges, penalties, applicable taxes, other charges etc.	1		
2.7	Create Co-lending journeys by integrating with other partners	1		
2.8	Offered solution must handle end-to-end processing and life cycle of CLM accounts	1		
2.9	Offered solution must maintain individual accounts, reconcile the data from originator, generate various MIS reports and also provide real time NPA data as per IRAC norms and comply RBI guidelines .	1		
2.10	The solution should be able to monitor all the underlying loans at contract level and handle and report instances of NPA, if any, without manual intervention, in accordance with the regulatory guidelines.	1		
2.11	The offered solution should manage NSFL's existing pool of assets as well as onboarding, execution, servicing and monitoring of new Pool of Assets through CLM transactions and compliance to regulatory requirements.	1		
2.12	The offered solution should have module for NBFCs onboarding .	1		
2.13	The offered solution should enable Partner / Assisted / Self on-boarding and configuration for every arrangement	1		
2.14	The offered solution should enable Product configuration	1		
2.15	The offered solution should must enable Loan application creation by NBFCs	1		
2.16	The proposed solution should be configured to handle and cater to the requirement of both the Options as mentioned by RBI in its Circular FIDD. CO. Plan. BC. No. 8/04.09.01/2020-21 dated 05/11/2020. NSFL can exercise its discretion to take it or reject its share of loans originated and	1		

	sanctioned by NBFC subject to NSFL's due diligence. AI/ML enabled Solution is desired so NSFL can take data-driven and informed decisions in exercising its discretion in accepting loans from NBFC. Loan application creation will be done on NBFC LOS and pushed via STP or Assisted mode to NSFL through middleware.			
2.17	Computation of capital requirement as per the risk weights basis transaction structure.	1		
2.18	Generation of data for executing deed of assignment between NBFC & NSFL.	1		
2.19	Wireframes supported by user flows and stories using the information gathered in the planning, requirement gathering phase	1		
2.20	variants of the products already implemented shall not be treated as a change request / customization and should be managed via configuration changes	1		
2.21	Provision to receive leads from NBFC Platforms	1		
2.22	Offered solution must maintain the requisite ledgers and statements for each account opened	1		
2.23	Provision to add or deactivate partner NBFC	1		
2.24	All parameters such as products, schemes, loan ratios, etc. must be configurable	1		
2.25	Offered solution must cater to all type of products and customers ()	1		
2.26	Highly parameterized with provision to configure new change/modification in parameters/new products/ eligibility criteria /quantum of loan and workflows	1		
2.27	Provision to maintain masters	1		
2.28	Define new portfolios, products, schemes, launch offers, and any other product parameters and configurations	1		

RFP for Co-lending Solution

3	**User management**			
3.1	User module should have option to define different user groups e.g. Admin, Sales officer, Credit officer, Field agents, Legal scrutiny, Valuation agency, technical agency, customers, channel partners, branch users, processing centres / back offices, administrative and controlling offices, contact centres, etc.	0.5		
3.2	Create different access rights and permission sets for different users. Roles to be defined and mapped, rules to be available for handling conflicting roles	0.5		
3.3	Users can be internal or external (customers, partners etc.)	0.5		
3.4	It should allow the correct level of user to add new users and remove users	0.5		
3.5	It should allow the correct level of user to modify the access a user requires	0.5		
3.6	Facility to add users to designated business unit/ processes/ roles (with limited/defined access)	0.5		
3.7	definition/modification of the approval limits, and organization structure which could be centralized or decentralized	0.5		
3.8	System should be configurable to have more user types/levels to accommodate process changes/audit or any other functional/reporting requirement	0.5		
3.9	There should be a functionality to map relationship between users e.g., hierarchy between users, regional groups etc.	0.5		
3.10	System should have multiple user functionality and define appropriate maker-checker with exception handling, relaxations, concessions, escalation matrix	0.5		
3.11	Multiple users being able to download the documents for any particular trail	0.5		

3.12	Multiple users to raise comments which are to be recorded with date and time	0.5		
3.13	Comments could be marked to a user/User group or be left open for all users	0.5		
3.14	System should have tablet/mobile solutions for field functionality, client visits, including data, document and pictures uploads etc.	0.5		
3.15	There should be summarized lists / dashboards for different users	0.5		
3.16	User must be able to see all application he/she has to work on in a single view or segregate / sort as required	0.5		
3.17	User should be able to prioritize his work by being able to filter cases based on certain parameters like application id, first name, last name, product, date, TAT, alerts for TAT, breach followed by escalation, holiday marking for users, etc	0.5		
3.18	User should also be able to view cases in a pool and claim the case to start working on same	0.5		
3.19	Supervisor user should be able to view records of his subordinates and be able to take actions on the same	0.5		
3.20	System to have the capability to show a snapshot view of the entire appraisal	0.5		
3.21	System to be able to classify applications stored according to their status e.g. approved, declined, cancelled, under review, closed (definable frequency for reports)	0.5		
3.22	The offered solution should have dedicated screens for data entry for maintaining and managing the application in the solution itself.	0.5		
3.23	The successful bidder is responsible for training of NBFCs and NSFL staff for on-boarding on the offered solution as well as annual scheduled trainings	0.5		
3.24	Training material should be kept updated as per the latest customization and Parameterization.	0.5		

3.25	Training: The service provider will be responsible for training the NSFL's employees in the areas of implementation, Integration, migration, operations, management, error handling, system administration, etc. Training will be conducted at NSFL's premises and must cover: Functionality available in the solution, New functionality customized, Designing Workflow & User interface, Configuring Business rules, Integration, Data Migration (data mapping, field validation, default values, gaps in data migration, manual data entry programs etc.), Impact Analysis, Generating various MIS/EIS reports, System, User and Application administration, Management of servers, storage, database and security, Log analysis and monitoring, Backup and Recovery Operation, Troubleshooting, etc.	0.5		
3.26	The service provider will be expected to deliver to NSFL one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online	0.5		
3.27	Context sensitive help module included in the software to enable the NSFL's personnel to use and understand the operations of the deliverables. NSFL may make additional copies of NSFL specific documentation for their internal use.	0.5		
3.28	End-user level training need to be provided primarily on the model of 'Train the Trainers' covering Alert / reminder configuration, Use of the application, Easy adoption by the user, Troubleshooting at the user level, Ad-hoc report generation, etc.	0.5		
	Standard Operating Procedure (SOP) and training materials for system administration, end User (module wise/ scheme wise/vertical wise) and solution management will be prepared by the service provider and delivered to NSFL. Service provider will update the documents as and when changes are incorporated during contract period. NSFL reserves the right to make copies of these			

3.29	materials and distribute to as many users of NSFL as desired.	0.5		
3.30	Data migration, manual data entry programs etc.), Impact Analysis, Generating various MIS/EIS reports, System, User and Application administration, Management of servers, storage, database and security, Log analysis and monitoring, Backup and Recovery Operation, Troubleshooting, etc.	0.5		
3.31	Access management to define and manage different user roles control information access across user types configure approval limits based on the designation hierarchy and flow for sanction	0.5		
3.32	Addition / removal of users and to designated branch / processes/ roles as per user rights	0.5		
3.33	Role-based access to secure critical user information	0.5		
4	**Workflow Management**			
4.1	Flexibility to define workflows with low-code / no-code to configure/parameterize depending on channel, product, customer type, loan amount, etc.	0.5		
4.2	Should support STP process for customer on boarding based on integration call received from other systems like CRM, chatbot, external partners etc	0.5		
4.3	The system should have the capability to allocate particular application to specific approvers	0.5		
4.4	Approver level can be defined as single approver or multiple approvers, along with committee approach	0.5		
4.5	There should be a queuing system that has the capability to allocate based on pre- defined logic such as customer type, product type, skill-based routing, existing pendency/allocation, etc.	0.5		
4.6	Should support Advanced Deviation & Exception Approval Matrix. Define deviations based on rules for pricing, demographics and	0.5		

	other parameters			
4.7	Process of approval may have defined sequential and parallel movement. It should be possible to have both in workflow simultaneously. Solution should provide a feature whereby a single user (duly designated) be able to process an application from start to finish or may have limited access to a specific task	0.5		
4.8	Ability to reallocate or reassign cases from one user to another user, multiple to & from movement of work items	0.5		
4.9	The queuing feature should include the ability for escalation to higher supervising authority in case the application has remained pending without any activity for a specified threshold period	0.5		
4.10	Should support capability to re-route the case to appropriate officers and approval committee in case of amendments and deviation or rule based	0.5		
4.11	Turn Around Time (TAT) rules for each activity in the workflow to be tracked	0.5		
4.12	Interact dynamically between the rules engine and the queuing process to move cases across queues based on results of credit processing – Example: risk-based scoring process resulting in instant approval or based on potential credit limit assignments sent to credit officers who can cover such limits.	0.5		
4.13	System should have provision of maker checker facility across multiple levels of approvals for different activities including deviation, deferral and exception approval data entry, documents, approval based on risk segment. However, this may be defined by administrator	0.5		
4.14	allocate automatically to each user based on role and also to a pool/ team so that the available users can select case to work on if needed	0.5		
4.15	Allocate cases manually basis user access rights	0.5		

4.16	Solution shall store every version of workflow change. Option to choose whether to run existing processes on an older version or force them to run a newly configured iteration	0.5		
4.17	The solution should digitize the manual process covering the complete lifecycle of debt portfolios, ensuring end to end handling of individual accounts and capable of complying all the regulatory guidelines	0.5		
4.18	The solution should have in-built capability to deliver the entire lifecycle of CLM including Reporting, dash boarding and Solution management as per the NSFL's & regulatory requirements. Besides the offered solution must have LCNC solution for NSFL to Generate any customized reports and dashboards as per requirement.	0.5		
4.19	Monitor and Review Detailed Credit information report (CIR) covering financials, portfolio, operations, management, etc. of originators, updated on a regular basis	0.5		
4.20	Monitor and Review Credit rating information and notification for any change in credit rating	0.5		
4.21	Ability to upload CIF (Customer Information File), Repayment Schedule and periodic service reports by identified user from Originator/Investor team	0.5		
4.22	Data cleaning, sorting, validation & standardization of monthly pay-out /service reports from different Originators, as per NSFL format	0.5		
4.23	Capable to collect share of service charges levied by NBFC and pass on to NSFL as per terms of agreement entered with specific NBFCs	0.5		
4.24	Individual loan level monitoring through virtual mirror accounting as per TLE and securitization guidelines	0.5		
4.25	Automated generation of pay-out reminders	0.5		
4.26	Management of Pool wise Escrow accounts	0.5		

4.27	Reconciliation between CLMAS and monthly pay-out reports for each tranche at loan level	0.5		
4.28	Reconciliation of existing transactions with NSFL's CLMAS statements	0.5		
4.29	Display Interest de-recognition details along with reasons for mismatch	0.5		
4.30	Yield and servicer fee reconciliation	0.5		
4.31	Provision to capture and maintain the requisite data set of loan transfer transactions so that the same may be seamlessly integrated within timelines.	0.5		
4.32	Escrow account management solution to be provided for both collection & disbursement.	0.5		
4.33	Individual account wise records to be maintained with details of blended rate of interest	0.5		
4.34	Interest calculation for NSFL as well as for the partners on the rate of interest agreed upon between the parties	0.5		
4.35	Maintain 3-way accounting of 100%, 80% & 20% share of loan amount	0.5		
4.36	Service fee calculation system and Invoice generation for NBFC	0.5		
4.37	Real time as well as Monthly reconciliation system	0.5		
4.38	Module for user to seek clarifications on the leads	0.5		
4.39	Provision to send discrepancies to NBFC LOS platform through the system	0.5		
4.40	Receive clarifications or documents as a response	0.5		
4.41	Provision for user to transfer of leads Forward, Backward, for Approval, for Rejection, to raise a Query, etc.	0.5		

4.42	Offered solution must generate parallel workflows for the leads for verification	0.5		
4.43	Offered solution must manage the entire life cycle from Customer Information File (CIF) opening, Account Opening, Repayment schedule generation, collateral creation, etc. using API calls	0.5		
4.44	Once collection is received in Escrow Account, the Solution will perform the calculations and create the batch file for splitting the funds between NBFC Account & Customer's loan account from Escrow account.	0.5		
4.45	Reconcile payment details received from Escrow system, account transaction details received from the CLMAS and fund split calculation performed in the Co-lending Solution	0.5		
4.46	Raise a discrepancy in case of mismatch in the reconciliation	0.5		
4.47	Provision to customize and configure workflow depending on channel, product, scheme, source, etc.	0.5		
4.48	solution must have flexibility to process sequential and/ parallel movement of Leads through entire application journey including return application to any stage in the workflow	0.5		
4.49	Provision to define as single approver or multiple approver	0.5		
4.50	Provision for Escalation and reallocation of cases	0.5		
4.51	Provision for configurable Escalation and reallocation of cases	0.5		
4.52	Provision to have STP and allocate based on pre-set logic, deviation exceptions and hierarchical movement based on the User roles	0.5		
4.53	Configurable maker checker facility for different activities like data entry, documents, approval based on risk segment, approval based on Sanction Amount	0.5		
4.54	Provision to enable modification of existing workflows and store every version of workflow changes	0.5		

4.55	Configure workflows for addition and deletion of NBFC	0.5		
4.56	Define calculation of Repayment schedules (EMI/ non-EMI/balloon/ moratorium/ step-up/ step-down, bullet payment, pre-payment, part-payment) ratio division	0.5		
4.57	Schedule for service charges, penalties, applicable taxes, other charges, etc.	0.5		
4.58	Access includes making a field editable, read-only, completely hidden or even create new fields	0.5		
4.59	Definition/modification of the approval limits, branches, and organization Structure	0.5		
4.60	Configurable alerts and notifications rules	0.5		
4.61	Facility of batch account creations and disbursements	0.5		
4.62	Facilitate users/reviewers in understanding assessments through electronic case files	0.5		
4.63	Integration with Enterprise BI & analytics solution	0.5		
4.64	Extract data for analytical functions in the required formats	0.5		
4.65	Lending Analytics for data-driven insights including new products, customer segments, target customers, marketing campaigns, risk-based Pricing	0.5		
4.66	Offered solution must facilitate Virtual loan account creation	0.5		
4.67	Intimation to the Solution, the payment details received by Escrow from CLMAS for disbursement	0.5		
4.68	Receive details on the transfer of money from Escrow to customer	0.5		
4.69	Mechanism of file transfer of the receipt of amount received in Escrow against virtual accounts	0.5		

4.70	Transaction Instructions with fund split details	0.5		
4.71	Receive clarifications or documents as a Response to the discrepancy from the NBFC LOS platform.	0.5		
4.72	Sharing the Repayment Schedule	0.5		
4.73	Sharing the Loan ID, Application IDs, Virtual Loan Account Numbers, Escrow Payment Status	0.5		
4.74	Intimation about the actual demand generated in the Loan Account	0.5		
4.75	Intimation on Lead Sanction and Disbursement	0.5		
4.76	Payment of Servicer Fee as per agreed terms and conditions	0.5		
4.77	Sharing of service charges collected by NBFC to NSFL as per agreed terms & conditions	0.5		
5	**Products / Modules /Journeys to be designed on assisted mode and STP for all Co-lending products of NSFL including but not limited to:**			
5.1	Offered solution must maintain life cycle of all models under Co-lending across Secured and unsecured products of Retail, Agri Loans, MSME as well as other priority sector and non-priority sector loans.	1		
5.2	Any other products introduced under Co-lending model in future based on NSFL requirement and compliance of statutory guidelines.	1		
5.3	The offered solution should manage the complete loan lifecycle including application, origination, data fetch, analysis, credit policies and business rules, straight through and assisted flows, Credit assessment, loan sanction, loan management, account management, collections, escrow management, reconcilliation, multi-channel notifications, 3rd party integrations, reporting & dashboards with in-built recon mechanism, to automate the loan journeys from end-to-end	1		

5.4	The successful bidder must supply, configure, design, size, customize, implement, operationalize, maintain, and support CLM/ solution (including migration of existing data, logs, customizations etc.), its interfaces (both internal and external) and associated infrastructure.	1		
5.5	The offered solution should provide tools, utilities, technologies, applications, and solutions for successful implementation, maintenance, and management of solution & infrastructure	1		
5.6	Due Diligence and Pre-sanction scrutiny Module	1		
5.7	Replacement of accounts from the pool, if they fail NSFL's guidelines	1		
5.8	Ability to handle restructuring of the transaction	1		
5.9	Due Diligence, Post-sanction & Post Disbursement Monitoring	1		
5.10	Facility to update credit underwriting criteria based on these performance display.	1		
5.11	Automated 3-way Reconciliation Module	1		
5.12	Pop up dialog box/early signal for anomalies (like account in SMA, Account preclosure, RoIe is not according to the scheme, partial recovery, reconciliation mismatch etc.) and compliance check box (like execution of deed of assignment, audit, mortgage & CERSAI creation, insurance etc.)	1		
5.13	Option of choosing Model 1 or 2 of Co-lending	1		
5.14	Assign unique lead IDs to the validated leads and allocated leads to NSFL users	1		
5.15	Maintain User & Branch Master for allocation of leads and recon	1		
5.16	On successful Loan account creation, disbursement to be made in designated Escrow account (Configurable) Via API call	1		

5.17	Offered solution must create Virtual Account ID intimated to Escrow system for activation via API	1		
5.18	Offered solution must assign Loan sanction ratios to Loans based on the agreement between NSFL and concerned NBFC. The ratio for sanctioned amount must cover the Consolidated Share, NSFL's Share as well as the NBFCs Share	1		
5.19	must enable for all digital journeys with zero to minimal manual interventions as far as possible	1		
5.20	End to end appraisal view by customer, customer groups, branches, zones, regions, etc	1		
5.21	Configurable and central Error log management	1		
6	**Fintech capabilities envisaged**			
6.1	e-KYC capability	0.5		
6.2	Integration with C-KYC module for 2-way communication	0.5		
6.3	Integration with KYC setup	0.5		
6.4	Video KYC with Video PD, liveness check and geo-tagging	0.5		
6.5	Aadhaar verification facility	0.5		
6.6	PAN card verification facility for both an individual and incorporation	0.5		
6.7	OCR: Following documents for OCR facility	0.5		
6.8	PAN Card OCR facility	0.5		
6.9	LEI OCR facility	0.5		

6.10	Aadhaar Card OCR facility	0.5		
6.11	Passport OCR facility	0.5		
6.12	Driving License OCR facility	0.5		
6.13	Bank Statements OCR facility	0.5		
6.14	Financial statements OCR facility	0.5		
6.15	ITR documents OCR facility	0.5		
6.16	Ration Card, Employee-ID card OCR facility	0.5		
6.17	NMNREGA, NPR, etc. OCR facility	0.5		
6.18	Telecom bills- Authenticate identity of the applicant, and fetch available data (including name, address, last 12-month payment history etc.) with telecom databases, for a single loan applicant, including name and address match capability with the repopulated data.	0.5		
6.19	Utility bills - Electricity: Authenticate identity of the applicant, and fetch available data (including name, address, last 12-month payment history etc.) with utility databases, for a single loan.	0.5		
6.20	UAN Authentication: API to authenticate Udyam Registration Certificate, date of issue of certificate, date of incorporation, investment in plant & machinery, classification etc. In case of new entrepreneur, a link can be made available for generation of URC.	0.5		
6.21	Mobile Authentication: API to authenticate current status of a Mobile Number and the connection type [Prepaid / Postpaid]	0.5		

6.22	E-Mail: API to authenticate email ID provided by the customers as part of the registration process	0.5		
6.23	IFSC: API to Authenticate IFSC code	0.5		
6.24	Bank Account: API to verify bank account holder name basis IFSC and account number	0.5		
6.25	Company GSTIN: API to authenticate 15 Digit GSTIN issued by the Goods and Service Tax Network in India	0.5		
6.26	GST Filing Status: API to fetch GST filing data for last 24 months	0.5		
6.27	ITR-V Authentication: API to authenticate Income Tax Return	0.5		
6.28	The solution should integrate with systems to provide checks like fraud check, AML, RBI red flag, negative list and defaulter/blacklist check, De-duplication, related party transaction, cross comparison of data, internal database checks and other as required	0.5		
6.29	ICWAI Certification: Use ICWAI member number to verify the details against the database	0.5		
6.30	Company Secretary: Use the CS Membership number to validate the details of the company secretary	0.5		
6.31	MCA for DIN, MCI for medical professionals, Bar Council for Lawyers, IEEE for Engineers, IRDAI for insurance agents, ICAI for Cas, and other professional bodies	0.5		
6.32	UDIN number for verification / authenticity of documents	0.5		
6.33	Legal (Court Cases): Based on customer details, extract details of court cases filed against them and current status	0.5		
6.34	Details of Tax Disputes from Tax authorities (GST/I.T./Direct/Indirect), P.F. disputes/ labour related/ IR, property disputes, etc.	0.5		

6.35	Suit Filed Cases: Get the list of suit filed cases for a company, using PAN number	0.5		
6.36	e-Sign	0.5		
6.37	e-Stamping	0.5		
6.38	Penny drop account verification	0.5		
6.39	e-NACH for Standing Instruction, E-mandate, NACH OCR	0.5		
6.40	Multi bureau integration	0.5		
6.41	Google maps and Geo-tagging	0.5		
6.42	EPFOintegration to verify employment details	0.5		
6.43	Vahan API integration	0.5		
6.44	Land records / revenue records to verify ownership of the land	0.5		
6.45	Ability to verify crop basis Satellite images	0.5		
6.46	Photo liveliness check	0.5		
6.47	Bank statement upload and Net-banking fetch	0.5		
6.48	Financial Data Analysis	0.5		
6.49	Account Statement Analysis	0.5		
6.50	SMS crawl	0.5		

RFP for Co-lending Solution

6.51	Email crawl	0.5		
6.52	Social Media Crawl	0.5		
6.53	Income estimation model	0.5		
6.54	Salary slip OCR	0.5		
6.55	Name match capability	0.5		
6.56	Capability for identifying location / lat-long	0.5		
6.57	Credit card statement analyzer	0.5		
6.58	Aadhaar mandate (OTP & Biometric)	0.5		
6.59	FSSAI Registration verification	0.5		
6.60	Shop Establishment verification	0.5		
6.61	Importer Exporter Code verification	0.5		
6.62	CIN, TIN, DIN etc. verification	0.5		
6.63	Communication module	0.5		
6.64	UAN Authentication: API to authenticate Udyog Aadhar Number	0.5		
6.65	Customer notification (System should have capability for auto SMS/Emails to customer and ability to define templates for SMS, Email, letters for notifications based on existing templates of NSFL/ NBFC.	0.5		

6.66	Communication to sales officer, credit officer, superiors etc.	0.5		
6.67	Link to upload documents	0.5		
6.68	Generation of pre-populated documents, forms and letters etc.:	0.5		
6.69	The system should have feature for Generating pre-populated documents in desired format	0.5		
6.70	Appraisal cum Sanction Memo	0.5		
6.71	Loan Sanction Letter	0.5		
6.72	Loan Rejection Letter	0.5		
6.73	Recommendation Letter	0.5		
6.74	E-Note	0.5		
6.75	Loan Agreements & Undertaking	0.5		
6.76	Ability to process images in input form so as to reflect them in output format	0.5		
6.77	Output format to be generated in MS Word, MS Excel format, PDF & HTML format etc.	0.5		
6.78	Output has to be a printable format with full alignment of text, images & tables	0.5		
6.79	For credit assessment, NPA prediction, recovery modules, predictive analytics (AI/ML based models) are to be implemented	0.5		
7	**Document management module**			
7.1	Provision to upload scanned images of documents at multiple stages, with digital dockets. Solution should ensure that	1		

	document/files are scanned through anti- virus before loading it on to the Server			
7.2	Generation of pre-populated documents, forms and letters etc.	1		
7.3	Ability to mask and encrypt documents, & data at rest and in transit	1		
7.4	Documents should be accessible to users based on permission sets / access rights	1		
7.5	Solution should categorize documents based on customer type, account type, journey, products and roles. Facility for categorization of documents with a library for classification and access rights	1		
7.6	Solution shall have the functionality of instantaneous document search by text content, metadata or any other file attributes such as name, extension, etc	1		
7.7	Solution shall support smart archival of documents of multiple and varying formats	1		
7.8	Solution should support definition of a configurable document checklist and mandatory/non-mandatory validations basis product, applicant type etc.	1		
7.9	Solution should be able to update, inquire and archive documents in the NSFL's document management system	1		
7.10	For new Pool of Assets, Auto generation of all draft documents with requisite access to all counter parties for collaborative edit, freezing and execution of the same	1		
7.11	Individual application, documents, KYC details etc. to be captured and suitable interface to be provided to NSFL officials for verification	1		
7.12	Offered solution must integrate with DMS storage and retrieval of documents made available to Branch, Inspection, hierarchy, auditors etc.	1		
7.13	Configurable and customized document management	1		

7.14	Mapping document type to products, journeys, roles, Branches, and other offices	1		
7.15	Version control to track documents while allowing rollbacks	1		
7.16	Content management capabilities	1		
7.17	Document search by text content, metadata, or any other file attributes such as name, extension etc.	1		
7.18	Smart archival of documents, maintenance of accounting ledgers, statements, general entries, accounts payable, accounts receivable, etc.	1		
8	**Business Rule Engine**			
8.1	The solution shall provide functionality to configure rules, risk scorecards, credit limit assessment models and credit policies as per the guidelines of NSFL with low-code/no- code /parameterization /drag and drop facility.	1		
8.2	The Business Rule Engine (BRE)/ Credit Decisioning Engine (CDE) shall be customizable as per NSFL's business and regulatory requirements with functionality to enable and disable selected rules as per the need.	1		
8.3	Facility to define multiple rules and detours based on different parameters. Rules could be related to de-dupe, scoring, eligibility, data analytics from different sources or other rules like risk-based pricing, with a facility to map a journey from the flowchart / workflow diagram.	1		
8.4	The solution should be capable of configuring and deploying multiple credit scoring and Limit assessment models and risk scorecards for same or different products as per the needs of NSFL.	1		
8.5	Solution shall provide functionality to assess aggregated data (internal, external, structured, and unstructured) and reports to create Credit Risk Assessment models and Scorecards for enabling automated and assisted credit	1		

	decisioning.			
8.6	The solution shall facilitate users/reviewers in understanding assessments through detailed credit appraisal memo generated by the system providing explanations and reasoning to the users/reviewers for each data point presented, analyzed and decisioning made through this solution.	1		
8.7	The solution should be able to process application in both STP and Assisted mode on a case-to-case basis. Applications can be rejected by attributing proper reasoning or sanctioned on compliance to NSFL's STP guidelines in real-time and automatic manner without any manual intervention by the system.	1		
8.8	Applications requiring Assisted journey as per NSFL's guidelines shall be recommended and/or in-principle approved and forwarded by the system to the selected/specified branch/back-office/official/agent/ partner etc. for onward processing and sanction.	1		
8.9	The solution should provide exception and deviation management related to credit policies across hierarchy and approval chain.	1		
8.10	The solution shall have easy configuration and change of credit assessment models within the credit rules engine.	1		
8.11	The solution shall have functionality to simulate new credit assessment models.	1		
8.12	The solution should classify applications stored according to their status e.g. approved, declined, cancelled, under review, closed and generate definable frequency for reports and provide real-time insights. Online MIS and inquiries should include but not limited to productivity MIS per user type, per loan type, limits type, operational MIS, Demographic MIS, credit scoring MIS, path traversed by an application – workflow activities done with date, time, main comments and user details etc. with drill down up to account or customer	1		

	level	1		
8.13	Ability to view the application data in a summarized form to take credit decision	1		
8.14	Ability to review rejected applications for reopening in special cases. The system should also facilitate archival of rejected applications for de-dupe purposes.	1		
8.15	The system should have a mechanism that highlights/escalates an application if it is breaching threshold timelines after follow-up for missing documents/ information.	1		
8.16	After highlighting/escalating, system should auto cancel application after a specified period, with facility for drop-off handling through email, SMS, contact center, etc.	1		
8.17	The offered solution should have BRE based loan application	1		
8.18	Pool Proposal Processing Module must have Customized pool filtering/selection based on pre-defined criteria and regulatory auto filters.	1		
8.19	Solution must evaluate prospective NBFCs who are willing to act in the capacity of an originator with respect to Co-lending transactions	1		
8.20	Provision to on-board different partner/s, configure rule/s engine, service terms and manage partner performance and servicer fee and other pay-outs.	1		
8.21	Rule engine-based scrutiny of the applications for onward processing. 2-way BRE for NSFL & NBFC separately	1		
8.22	Display all parameters received from NBFC along with the BRE validations and exceptions to the assessment team of NSFL.	1		
8.23	Perform the credit assessment decision based on data inputs received	1		
8.24	Flag discrepancies and route to appropriate decisioning authority	1		

8.25	Offered solution must convert lead to sanctioned status subject to BRE, Sanctioning Authority approval, etc.	1		
8.26	Business Rule Engine (BRE) must be a Low code, agile credit engine with facility to configure, run and test credit policies by business users	1		
8.27	Offered solution must have an in-built business rules engine (BRE) for credit decisioning digitally	1		
8.28	BRE must enable configuration of risk scorecards and credit policies	1		
8.29	BRE to provide NSFL the ability to configure dynamic rules across different NBFCs and products which remain flexible and adapt based on pre-defined / identified scenarios and changes in regulatory and other guidelines	1		
8.30	BRE must support drag and drop, maker and checker simulations, champion challenger configurations	1		
8.31	Configurable and Dynamic BRE on the basis of customer category and other parameters decided by NSFL.	1		
8.32	BRE must configure De-dupe, scoring, eligibility, data analytics from approved companies risk-based pricing	1		
8.33	BRE must provide a Front End to effect the changes by NSFL without the help of the service provider	1		
8.34	Intelligent credit assessment capability to automatically perform the credit assessment and generate credit score	1		
8.35	Credit decision making based on the proposal evaluation analysis and credit risk rating	1		
8.36	the rule engine, sanction or refer additional checks or reject	1		
8.37	Facility to reject the application with reasons and allow review of rejected applications through a screen that includes the reason for rejection	1		

8.38	credit appraisal scorecards, algorithms and rule engine (internal and external) flexibility to add new rules / statistical models.	1		
8.39	Decision engine to have intelligent supervision of deviation from credit policies	1		
8.40	Configuration of product specific credit policy and region specific (geography specific) scorecards for credit assessment must be present	1		
8.41	Easy configuration and change of credit assessment models within the credit rules engine	1		
8.42	Functionality to simulate new credit analysis models	1		
8.43	Generate credit proposal (in excel, pdf format) for back-office processing (verification by the Risk and Operations Team) and reports in formats	1		
8.44	Automated credit scoring to enhance the speed and accuracy of credit decision-making	1		
9	**Communication**			
9.1	Customer notification (System should have capability for auto SMS/Emails to customer / customer-category and ability to define templates for SMS, Email, letters for individual / bulk notifications based on existing templates of NSFL)	1.5		
9.2	Communication to sales officer, credit officer, superiors, customers etc.	1.5		
9.3	System should trigger real time alert/notification to applicants regarding various stages of their journey e.g. Application reference no, submission confirmation, document pendency, approvals/rejection, disbursement, EMI due dates, payment confirmation etc. through various communication modes including SMS, Email etc.	1.5		
	The notification and alerts module shall send real time alerts/notifications on each stage to various channel partners/Fintech companies/			

9.4	Agencies/ POS/DBs/CPU etc. to ensure that each stakeholder is in sync with the process and can initiate necessary action as per defined workflow.	1.5		
9.5	The notification and alerts module shall send real time alerts/notifications on each stage to Central Processing Unit (CPU) for updating status of cases and to initiate necessary action as per defined workflow through various communication mode including Dashboard, SMS, Email etc.	1.5		
9.6	Solution shall have the functionality to alert/notify the branch/back-office/agent/partners about the customer loan journey depending on the actionable/events defined by NSFL. E.g. if KYC fails, Documents are not submitted etc.	1.5		
9.7	Integrate with NSFL's Email & SMS server for NBFC, NSFL and customer communications.	1.5		
9.8	Offered solution must integrate with the NBFC LOS solution for all loan account details such as Repayment Schedule, Loan Account Number, Application ID, Virtual ID for Collection, Loan Sanction Intimation, Loan Disbursement Intimation, etc.	1.5		
9.9	Offered solution must be configurable to trigger notifications to any of the concerned parties at any stage through any preferred and personalized mode, timing, channel for optimal utilization as per NSFL's requirements	1.5		
10	**Integrations required**			
10.1	The system shall have capability of integration with NSFL's Core Banking Solution (CLMAS) with both push and pull functionality for automatic disbursement and management in CLMAS without repeat data entry	0.5		
10.2	System should have flexibility to enrol third party/Fintech companies / service providers for lead generation/ marketing/ data analytics/ any other purpose and have ability to interface with their systems on a plug and play mode	0.5		

10.3	Integration with Contact Centre or any other internal integration needed for the solution in due course	0.5		
10.4	To integrate with NSFL's Document Management System for maintaining various documents at different stages	0.5		
10.5	Integration with NSFL's SMS, Email service, , UPI and Payment gateway	0.5		
10.6	Integration with NSFL's loan collection and recovery module etc.in addition to the module provided by successful bidder as per scope of this RFP	0.5		
10.7	Hunter list	0.5		
10.8	Grey list	0.5		
10.9	De-dupe engine	0.5		
10.10	Controlled interface with external web links/data sources/ reference sources for data verification/ data & information feeding/ checking information.	0.5		
10.11	Due diligence checks through interface	0.5		
10.12	Ability to allocate relevant cases to service providers and give controlled access to work and give them facility to upload their reports	0.5		
10.13	integrate with various functionality providers like Chatbot, cloud support, offers engine etc.	0.5		
10.14	Provide Software Development Kit (SDK) to be integrated with application like CRM/Omni-channel// / Chatbot/ third party apps etc.	0.5		
10.15	Should support Integration with Govt. initiated portals like vidyalakshmi portal, PSBloansin59minutes.com, pmswanidhi, standup India, PMEGP, National Common Portal for Credit Linked Government Schemes, NeSL's DDE etc.	0.5		
10.16	online integrations through various formats (APIs, SDKs etc) with various internet protocols	0.5		

	such as SOP, TCP/IP			
10.17	Solution must be exposed as API or service which can be integrated with any other present or future system identified by NSFL without any limitation on account of limitation on integration and without any additional cost to NSFL.	0.5		
10.18	Bidder should propose a comprehensive solution having services for NBFC side as well as NSFL Side to meet the requirements specified in this RFP. The proposed solution must be able to integrate with back-end systems such as De-dup check, KYC compliance check, Account status, Loan Origination System, Loan Management System, Lead Management System, Document Management Solution, Data Warehouse & Reporting and MIS System, Data Aggregator, Account Aggregator, VKYC, e-KYC, CRM, HRMS, Collection and Recovery module, contact centers, SMS Gateway, e-mail Gateway, Rating module, and other key components of NSFL's enterprise architecture and external modules as per NSFL requirement for seamless journeys. While NSFL may choose to leverage existing APIs available in NSFL for integration in the CLM solution by the service provider, the bidder must not make any assumption to use / reuse any existing product /solution in NSFL. The bidder must provide details of all proposed software components in Bill of Material.	0.5		
10.19	Bidder must propose solution which is pre-integrated with various service providers in the eco-system (internal & external) for validation/ verification & fetching and presenting of data in real-time in and in the prescribed format, like Account Aggregators, Central Fraud Registry, CERSAI, CIBIL, CIC, CKYC, Credit Bureaus, CRIF, Defaulter list, e-KYC with biometric & OTP for verification and resident demographic data and photo from UIDAI, Digital Document Execution (DDE), EPFO, e-Stamping, e-Signing, GST, GSTR, ITR, liveliness check, MCA,	0.5		

	MCA Data Verification, NPCI, NSDL, PAN, penny drop, SEBI, Udyam Portal, UIDAI, Utility Bills, Vahan, VIDEO KYC, Aadhaar, Account statement analysis, Account Statement Analysis and Automated CAM, Anti Money Laundering (AML), CERSAI, Defaulter Lists, Digital Footprint & Social Media Data, Document Digitization & Extraction, e- Mandate, EPFO, ESIC verification, e-Sign, e- Stamp, External Credit Ratings, Fraud Check, Geo tagging, GST, ITR and Form 26 AS			
10.20	bidder must propose solution which is pre-integrated with various service providers in the eco-system (internal & external) for validation/ verification & fetching and presenting of data in real-time in and in the prescribed format, like Legal Data Analysis, Legal Entity Identifier, MCA, Multi- Bureau , Multi-Bureau(Commercial), OCR & Document Compression, Other OVDs, PAN validation with identity verification and PAN status & last PAN update & name, Aadhaar seeding status , Registration Details, Spend Analyzer & Portfolio Builder, UIDAI, Utility Bills – Electricity, Utility Bills – Others, Utility Bills – Telecom, Vahan & Sarathi transport databases for vehicle registration details & driving license details as well as verifying identity, Video KYC, Bank Statements and other peripheral systems. The system should be able to fetch GST basis PAN of a customer. The Ministry of Corporate Affairs (MCA)/RoC Data fetch, store, process and analysis should also capture information regarding regulatory filings by LLP, Private Limited Companies, Public Limited Companies and financial analysis to provide data in real-time.	0.5		
10.21	Further, successful bidder has to facilitate design, setup, configuration and integrations of any other optional fintech services that may be consumed by NSFL as part of the solution in future, without any additional cost to the Bank, having services for NBFC side as well as Bank Side. Also, offered solution must have OCR	0.5		

	capabilities to deal with each of type of the document for digitizing as well as consuming in the journeys			
10.22	Offered solution must ensure Correlation / validation of data from various Analytical sources, Fraud/ AML checks, CKYC, defaulter/ blacklist check, De-duplication, related party transaction, cross-comparison of data, internal database checks, etc.	0.5		
10.23	Service Provider must integrate with NSFL identified NBFCs without any additional cost of integration	0.5		
10.24	Service Provider has to provide the APIs for consumption by the NSFL's Enterprise data warehouse and provide the data dictionary and DB description for NSFL's use.	0.5		
10.25	Solution must enable NSFL to co-create & co-execute value-based digital offerings in partnership with ecosystem players like customers, partners, Fintech's, etc., through 'Open Banking' and leveraging Account Aggregator services, etc.	0.5		
10.26	Service Provider must integrate offered solution with all the present and future NBFC for the Co-lending and the pool buyout business.	0.5		
10.27	Offered solution must enable NBFCs to integrate with or access the solution based on their logins to initiate the loan application flows /management of applications in the system. The offered solution must also offer options for NBFCs to Upload files for Application/Status update in the pre-defined formats, integration with NBFCs LOS & LMS system for exchange of data through APIs, access the offered solution to perform various designated operations with defined access rights	0.5		
10.28	The bidder should publish the APIs of the solution and/or modules to NBFCs for enabling faster and smoother on-boarding & Integration by NBFCs	0.5		
10.29	Service Provider must ensure integration of existing pool of assets with the offered solution	0.5		

10.30	Service Provider must provide direct integration with LMS (Loan Management System) or other systems of originator	0.5		
10.31	Solution must offer online verification of KYC credentials wherever applicable and fetching details from CERSAI through CKYC number	0.5		
10.32	Offered solution must push all data to NSFL internal rating system and after rating, fetching of rating from NSFL internal system or in-build NSFL rating model in the solution	0.5		
10.33	Offered solution must integrate with Fintech service providers/ NSFL's existing APIs to receive, populate and authenticate the application data	0.5		
10.34	Offered solution must instantly verify the identity of the Aadhaar holder and prepopulate demographic data including address as captured in the UIDAI database and PAN no. available in Aadhaar database	0.5		
10.35	Offered solution must perform online verification of PAN and pre- populate associated PAN data by accessing the NSDL database. Same approach must apply for all OVDs in the offered solution	0.5		
10.36	Offered solution must extract, store and display data from standard documents such as PAN, Aadhaar, Driving License, Voter ID, Passport, utility bills, Cheque, scanned documents like ITR, account statement, Financials (balance sheet), quotation, and any other documents uploaded by customer.	0.5		
10.37	Offered solution must include Bank statement analysis for statements through upload - digital as well as scanned or net Banking login	0.5		
10.38	Offered solution must include Multi-Bureau (CIBIL / Equifax / Experian/ CRIF Highmark) including consumer and commercial reports for all entities	0.5		
10.39	Offered solution must include Video KYC & Liveliness check services enabling remote digital on-boarding, capture and authentication of Aadhaar/PAN and other OVD details, capture photo and geo-location including face / photo match	0.5		

10.40	Offered solution must include authenticate Geo Tagging to locate the business/ residential place including field investigation and video KYC initiated applications	0.5		
10.41	Offered solution must include Udyam Portal fetch and verification of name & registration details	0.5		
10.42	Offered solution must include ITR fetch, store, process, analysis including the investment in plant and machinery for business entities	0.5		
10.43	Offered solution must include verification and data fetch, store, process and analyze GST data, with up to 3 years of data in a single call.	0.5		
10.44	Offered solution must include fetching the address and other essential details from utility bills such as electricity bills, Gas bills, Telephone/ mobile bill	0.5		
10.45	Offered solution must include verification of the Name of the firm/company/individual along with partners/ promoters/ guarantors in defaulter / suit filed/ negative list of Bank, RBI, SEBI, ECGC etc.	0.5		
10.46	Offered solution must include Penny drop service for verification of the correctness of bank details	0.5		
10.47	Offered solution must integrate with the NSFL's Rating module for the required data to flow the into the Risk Rating module and fetch the rating details	0.5		
10.48	Offered solution must integrate with the Payment Gateway for collection of payments including CGTMSE fees, digital convenience fee, processing fee etc. via UPI, debit/credit card, internet banking, wallet, etc.	0.5		
10.49	Offered solution must integrate with EPFO to check the PF contribution status and verify account status	0.5		
10.50	Offered solution must integrate with ECR (External credit rating agencies) to fetch the rating details from the rating agencies and display the same.	0.5		
10.51	Offered solution must integrate with CRILC to fetch the status of the credit exposure like total credit exposure, Defaults, SMA etc.	0.5		

10.52	Offered solution must integrate with UDIN to verify the certificate UDIN number and related details for verification and analysis	0.5		
10.53	Offered solution must integrate with ECGC to fetch the details of ECGC policies and defaults, if any	0.5		
10.54	Offered solution must integrate with sources for fetching Industry Risk and Legal Litigation to identify risk associated with the industry pertaining to business for which loan is sought and fetch the data for any legal litigation	0.5		
10.55	Service Provider must provide Low level system specification with interface level details and elaboration of the High-Level Design (HLD) core modules.	0.5		
10.56	Offered solution must integrate with CICs for Bureau search (CIBIL / CRIF/ Experian/ Equifax) and its analysis	0.5		
10.57	Offered solution must integrate utility service providers and create insights on utility spends, defaults, address variations	0.5		
10.58	Offered solution must integrate with capture address from Government or Other Database	0.5		
10.59	Offered solution must integrate with multiple external credit rating agencies	0.5		
10.60	Offered solution must integrate with CIC Detect and CIC Suit	0.5		
10.61	Offered solution must integrate with nationwide repository maintained by CIBIL to check any spurious activity, insight potential fraud	0.5		
10.62	Offered solution must integrate with database for detecting victim of fraud or involved in it high-risk bidders and agents	0.5		
10.63	Offered solution must integrate with database for detecting CIBIL suit filed accounts	0.5		
10.64	Offered solution must read analyze and transform data in balance sheet, profit & loss, cash flow statements and conduct ratio analysis, thresholds, deviations, financial health, credit-to-debit ratio, overall outgo and all other	0.5		

	processes to generate CAM and underwriting basis the alternate data			
10.65	Offered solution must be able to determine financial health of customer/firm/company basis alternate data supported by assisted processes where the digitized data is unavailable and cannot be derived	0.5		
10.66	Offered solution must be able to conduct GST verification and fetching demographic data, sales & purchases (month wise), major 5 suppliers and buyers, based on GST returns data in real-time	0.5		
10.67	Offered solution must integrate with Escrow accounts maintained with any Banks	0.5		
10.68	The offered solution should have facility for account maintenance in core and with real time sync with middleware or as an alternative account maintenance and related processes on middleware solution with day end GL Level Sync with Core	0.5		
10.69	Engagement with Trustee, Rating Agency, Legal counsel, Assignee representative and other counter parties to be handled on behalf of NSFL.	0.5		
10.70	Offered solution will integrate with Escrow accounts maintained internally or externally	0.5		
10.71	Offered solution must integrate with CLMAS to receive demand raised	0.5		
10.72	NBFC shall push demand of their share to the solution	0.5		
10.73	Offered solution must integrate with the NBFC Platform to intimate it about the total (NSFL + NBFC) demand generated in the Loan in NACH and other formats	0.5		
10.74	must integrate with CLMAS for an on-demand pull of Account Details, Transaction history, Account statement	0.5		
10.75	Analytics COE Third- Party Analytics Agency integrate credit and monitoring decisions.	0.5		
10.76	Integrating with NSFL's Analytics COE, MIS, Third- Party Analytics Agency for Analytics and AI based best credit and monitoring	0.5		

	decisions			
10.77	Offered solution must integrate with multiple LOS platforms used by partner NBFCs and Financial institutions	0.5		
10.78	Receive Leads from the NBFC LOS Platforms	0.5		
10.79	Receive Documents from the NBFC LOS Platforms and tag them with the respective leads	0.5		
10.80	Send discrepancies to the NBFC LOS platform	0.5		
10.81	Successful bidder to provide other value- added services, which may be required throughout the Co-lending journey across all schemes under the eligible loan product.	0.5		
11	**Dashboard and reporting requirements**			
11.1	Ability to define operational dashboard Parameters, presentation style, levels, products etc.	0.5		
11.2	Provide access to multiple dashboards with flexibility of adding filters to slice the data as per requirement.	0.5		
11.3	Reports related to system performance metrics like response times, up times for solution as well as Fintech services additionally required by NSFL should also be available.	0.5		
11.4	Solution shall have flexibility of defining new reports which can be generated periodically. Reports to be made downloadable across different formats as well as support the sharing of reports through various distribution methods (email/ notification/ web hook etc.)	0.5		
11.5	Solution shall provide the functionality to extract standard reports in PDF and exportable to Word or Excel or other data analysis formats.	0.5		
11.6	Reports related to various business parameters like product-wise total sanctions, pending, rejected loans, reason of rejections etc. across journey stages, geography, and hierarchy.	0.5		

11.7	The solution shall provide Reports like SLA reports, Stage wise pending reports, Scorecard parameter and overall score Report, User Access Rights Report, Executive Summary Report, Audit Reports, Reports related to TAT at various stages across geography and hierarchy etc.	0.5		
11.8	The wireframes for the Dashboard shall be prepared and shared by the bidder.	0.5		
11.9	Loss estimation on the pool based on the data available with the solution	0.5		
11.10	Standard Dashboards as well as Customized Dashboards as per NSFL's requirements	0.5		
11.11	Aggregate view of the portfolio	0.5		
11.12	Estimating future cash flows to estimate income	0.5		
11.13	Set-up and management of Risk dashboard with a Comprehensive view of all the investments	0.5		
11.14	Geography wise analysis on performance delinquency data at transaction level.	0.5		
11.15	Performance basis pool parameters like IRR, seasoning, collateral type, value of security, etc.	0.5		
11.16	Dashboard to identify and monitor Special Mention Accounts and NPA accounts on real time basis	0.5		
11.17	Reversal of GL entry reports	0.5		
11.18	Availability of Statement of Account for Virtual mirror accounts	0.5		
11.19	Monthly report to enable Bucket wise analysis of: Delinquency period wise i.e. up to 30/ 31-60/ 61-90/ more than 90 days Geography wise delinquency report of the pool Pre-payment rates of the pool	0.5		

11.20	List of loan accounts foreclosed with amount, Overdue a/c identification, NPA Identification, Classification, provisioning & regulatory reporting as per IRAC norms	0.5		
11.21	Real time NPA reporting to meet RBI's IRAC norms for NBFCs.	0.5		
11.22	Overall portfolio/pool performance analysis reports and yield reports	0.5		
11.23	Auto generation of MIS reports for risk monitoring and accounting	0.5		
11.24	The proposed solution should be capable of integrating with existing as well as any new regulatory reporting platforms	0.5		
11.25	Auto generation of Regulatory reports/disclosures e.g. RBI Annexures	0.5		
11.26	GL and other accounting reports as per NSFL's requirement	0.5		
11.27	Any customized reports, MIS reports as per requirement of NSFL.	0.5		
11.28	Dashboard, MIS and required reports related to Co-lending Portfolio of the partner	0.5		
11.29	Dashboard homepage showing pendency, sanctioned accounts, disbursed accounts, TAT, Stage of flow of proposal	0.5		
11.30	Customized report to evaluate the performance of individual NBFC & comparison between NBFCs on-boarded with NSFL (in terms Ticket size, RoI, Business, Asset Quality, etc.)	0.5		
11.31	Customized report showing reporting in Credit Bureau / Repository done by NBFC	0.5		
11.32	Generate status report	0.5		
11.33	The customer & account visibility must be available across the hierarchy of the branch and all its reporting offices up to Corporate Office	0.5		

11.34	Customize Reports and Dashboards based on available parameters. Provide role-based Summary to the Users	0.5		
11.35	Report & Dashboard for all stakeholders including Bank management, loan officer, applicants, channel partners, FinTechs companies, agencies, loan operational team.	0.5		
11.36	Report and Dashboard of open items stage wise, branch wise, zone wise, FGM wise	0.5		
11.37	Access to multiple dashboards with flexibility of adding filters to slice the data as per requirement	0.5		
11.38	Dashboard on Document Turn Around Time (TAT) overdue, Application Tracking, Other Alerts (Contract overdue, Expired date, Surveyor, Appraiser)	0.5		
11.39	Dashboard for customers to provide information like application status, loan availed, repayment, outstanding, payment option, statement generation, historical transactions, customized intimations etc.	0.5		
11.40	Dashboards to be shared with partners/other stakeholders either as snapshot or updated metrics basis requirement	0.5		
11.41	Configurable reports and dashboards for Calculation Analysis Report, SLA reports, Stage wise pending reports, Final Company Rating Report, Interim Industry Rating Report, Company Financials Report, Score Mismatch Report, Credit reports, User Access Rights Report, Executive Summary Report, Audit Reports	0.5		
11.42	Configurable reports and dashboards for Statistical report like Number of proposals assigned, Number of proposals completed, Time taken to complete each proposal, Process History Report, User Performance Report, Average proposal Time Report, MIS reports as per requirements	0.5		
11.43	Configurable reports and dashboards for Exception reports/ Deviation Reports	0.5		

11.44	MIS Reports as per regulatory / statutory guidelines /requirements	0.5		
11.45	Flexibility of defining new reports which can be generated periodically. Reports to be made downloadable across different formats as well as support the sharing of reports through various distribution methods (email/ notification/ web hook etc.)	0.5		
11.46	Extract standard reports in PDF and exportable to Word or Excel or other data analysis formats	0.5		
11.47	Data sorting, validation & standardization of monthly pay-out with recon. service reports for the same.	0.5		
11.48	Standardization of all past pay-out / servicer reports as per NSFLs format	0.5		
11.49	Auto generation of Regulatory reports/disclosures for NBFCs	0.5		
11.50	Availability of Monthly report for Bucket wise analysis of:	0.5		
11.51	Performance Analysis: Individual Transaction Performance Report to be generated on the solution.	0.5		
12	**Audit Trails**			
12.1	The solution shall have the functionality to provide audit trail report on all activities performed on the system including data modification.	1.5		
12.2	The solution shall provide history of each of parameters change.	1.5		
12.3	Where any deficiency has been observed during audit of Solution Provider or in the certification submitted by the Auditors, Solution Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof including RCA and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Solution Provider shall require to	1.5		

	be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed. Responsibility of vendor to resolve the audit observations and close the reports satisfactorily			
12.4	The solution shall have the functionality to Provide error codes and error log management.	1.5		
12.5	Audit trail for each activity and task to also include source, channel, maker, checker, time date	1.5		
12.6	Audit Module: fetch the data from Audit module and display for assessment of the requested loan	1.5		
13	**Collateral and asset management**			
13.1	Solution should have asset management / collateral management module which should also interface with different users – field/staff/DSA/BC/jewel appraisers, valuer, technical, legal agents, etc.	2		
13.2	Solution should support attaching multiple collaterals for a single loan application and should be able to capture collateral data basis the collateral type. System should map collaterals, customers and accounts in an n-n multiple relationship	2		
13.3	Support capture of additional customer data such as FATCA	2		
13.4	Solution to provide agent/partner web interface/mobile app to send trigger for conducting field investigation based on its rule engine decision	2		
14	**Collection / Repayment Management**			
14.1	Collections Manager	1.5		
14.2	Collections Rule	1.5		
14.3	Digital Receipt	1.5		

14.4	Third Party tie ups for collection centers, collection payment channels, Third party reconciliation of Payments	1.5			
14.5	Support for online and offline collection processing.	1.5			
14.6	Collections thereon to be appropriated as per the norms	1.5			
14.7	NPA management and monitoring solution for individual accounts	1.5			
14.8	Fund transfer and collection details status must be available to designated Branch & full hierarchy	1.5			
14.9	As part of credit monitoring as well as recovery, system must track, generate and send notices including overdue notice, SARFAESI notice on the scheduled dates	1.5			
14.10	NPA Identification, Classification, provisioning & regulatory reporting as per IRAC norms	1.5			

List of deviations from the required specifications:
1)
2)

(If left blank, it is treated that there are no deviations in the compliance of specifications)

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document except for the deviations mentioned above.

We agree for the time frame for completion of activities as per your above bid. We agree to the terms of payment mentioned in your bid.

We submit that we shall abide by your terms and conditions governing the quotation. We submit that the details given above are true to the best of our knowledge.

Presentation Evaluation Parameters

Sr. No	Description
1	Introduction of company, capabilities, clientele etc.
2	Understanding of NSFL and its functioning

3	Understanding of:
	a. Co-lending Operations
	b. NSFL IT ecosystem
	c. NSFL user base
4	Features and capabilities of the solution offered.
5	Past challenges faced by the bidder and resolution offered.
6	Implementation methodology
7	Testing and Data Migration Audit Methodology.
8	Project Management Methodology and Project Timelines along with detailed Project Management Plan.
9	Resource deployment plan
10	Exit methodology

A. References / Site Visit

References/site visit will be conducted to verify and supplement the information provided by the bidder in response to the RFP. Feedback from the client regarding the implementation of the project and services provided by bidder during the project period will be considered for evaluation.

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

6	AMC, Onsite support		
7	Responsiveness of the Vendor, Speed of delivery with Quality		
8	Functional and Requirement Understanding		
9	Performance of the System		

** Average is taken only of entities where feature is present

Bidder Name:

Client 1 –

Client 2 –

Client 3 –

B. Proof of Concept

POC Evaluation Parameters:

PoC involves creation of sample Return and Report

Sr. No.	Description
1.	Understanding of NSFL's requirements of Co-lending Operations.
2.	Development methodology/Approach and development of Returns and Reports
3.	Coverage of features, functionalities, user friendliness, UI/UX etc

4.	Usage of tools, technology and process
5.	Data migration from existing database to new one
6.	Utilization of migrated Data in the Returns/Reports
7.	Demonstration

Along with these details, the bidder must submit the technical compliance in the format indicated at Annexure- XXI.

12.20 ANNEXURE XX – Resources Profile

Ref. NSFL/RFP/01/2024-25/2285   _____2025

The Managing Director
NABSAMRUDDHI Finance Limited.
Ground floor, D-wing, Plot No. C-24, 'G'
Block, Bandra-Kurla Complex, Bandra
(East) Mumbai, Maharashtra - 400051

Dear Sir,

With reference to RFP referred above, the details of team members for project are as under:

Sr. No.	Name of the person & Designation (team leader, member etc.)	Professional Qualification (certification/accreditation)	Areas of expertise relevant to RFP	Period of experience (in years and month)

Note:

a) Experience in institutions like banks, NBFCs may be highlighted specifically mentioned in period of experience.
b) Details of areas of expertise in relation to projects in banks, FIs and NBFCs may be specifically highlighted.

c)   Documentary proofs are to be enclosed to substantiate the claims made.

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

Date:

Name of the Authorized
Signatory Place:

Designation

Name of Organization:

Seal

12.21 ANNEXURE XXI- Document Check List

Bidders should submit following documents as part of Technical & Commercial Bid.

Sl. No.	Check List	Annexure	Enclosed Yes / No
	Technical Bid		
1.	Bid Forwarding Letter	I	
2.	Letter Of Authorization to Bid	VI	
3.	Compliance Statement	XII	
4.	Pre-Contract Integrity Pact	IX	
5.	Non-Disclosure Agreement	XIII	
6.	Non-Blacklisting Declaration	VII	
7.	Bidder's Minimum Eligibility Criteria	III	
8.	Format for furnishing bank Guarantee in lieu of Earnest Money Deposit	VIII	
9.	Technical Bid Form	XIX	
10.	Bank Mandate Form	XI	
11.	Details of bidder	II	
12.	Resource Profile	XX	
	Commercial Bid		
1.	Commercial Bid Form	V	

If Technical Bid documents does not contain Bid Security, Cost of Bid, Bid Form, Technical Compliances and Authorization Letter along with supporting documents such as Power of Attorney/ Board Resolution, etc., the Bids may not be considered for further Evaluation.