



**Request For Proposal
for
Appointment of a Consultant
for preparation of RFP and assist in
Selection of a LLMS software provider**

RFP No. NEDFi /RFP /IT/001/2021-22

North Eastern Development Finance Corporation Limited

NEDFi House, G.S. Road Dispur
Guwahati-781006, Assam
www.nedfi.com



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Important Bid Details

Sr.No.	Particulars	Details
1	RFP Reference number	NEDFi /RFP /IT/001/2021-22
2	Purpose	Appointment of a Consultant for preparation of RFP and assist in Selection of a LLMS software provider
3	RFP document availability	www.nedfi.com
4	Application money (Nonrefundable)	Rs.2,000/- (Rupees Two Thousand Only) in the form of Demand Draft) Payable at Guwahati in favour of NEDFi, Guwahati. To be attached along with the Technical bid.
5	Earnest Money Deposit (EMD)	Rs.50,000/-(Rupees fifty thousand Only) to be submitted as Pay Order/ Demand Draft drawn on any Commercial bank in favour of NEDFi, Guwahati.
6	No. of Envelopes (Non-window & sealed) to be submitted	<p>Envelope 1 containing the following in separate covers:</p> <p>a) Declaration on Eligibility criteria with attachments as per Annexure A</p> <p>b) Technical Bids in formats in Annexures B,C,D,E,I,J & K. (Submit 1 hard copy and 1 soft copy in CD/pen drive).</p> <p>c) DD/PO for ₹2,000/ towards application money</p> <p>d) DD/Pay Order for ₹50,000/- towards EMD.</p> <p>Envelope 2 containing the following Commercial Bid in Format F & G (Submit 1 hard copy and 1 soft copy in CD/pen drive).</p> <p>Envelope 3 containing Envelope 1 & 2 duly super scribed as “Bid for consultancy services for NEDFi”</p> <p>All envelopes must also be super scribed with Name of the Bidder with contact number and Email ID as well.</p>
7	Bid release date	26/10/2021
8	Last Date of pre-bid query Submission	01/11/2021 to be mailed to it@nedfi.com
9	Date Pre-bid meeting	02/11/2021 at 3 pm through video conference. Bidders willing to participate in pre-bid meeting

Sr.No.	Particulars	Details
		need to submit their details at it@nedfi.com on or before 1 st November, 2021. Details of Video Conference would be communicated to interested bidders separately.
10	Last Date of Submission of Bids	On or before 15/11/2021, 3.00 PM.
11	Date and Time of opening of Technical Bids.	15/11/2021, 4.00 PM.
12	Presentation by individual Bidders	Eligible short-listed Bidders will be invited for Technical Presentation sometime in the 3 rd week of November 2021. The exact date and time for the presentation will be communicated to the eligible Bidders subsequently. Corporation's (NEDFi) decision is final in this regard
13	Date and Time of opening of Commercial Bids.	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders
14	Bid Validity	180 days from the last date for submission of the bid or any extended period
15	Address for Submission /Opening of Bids / Presentation by bidders	The General Manager (IT) NEDFi, NEDFi House G.S.Road, Dispur, Guwahati Assam-781006
16	Contact person/s:	S. Hussain, AGM or Neelim Sahariah, AM Email id: it@nedfi.com



INFORMATION SUMMARY

1. Introduction

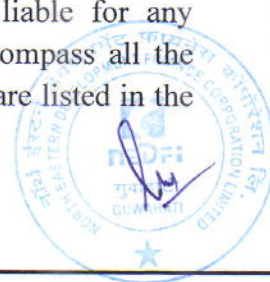
1.1 **The North Eastern Development Finance Corporation Ltd (NEDFi)** is a Public Limited Company registered under the Companies Act 1956 on 9th August, 1995 (hereinafter referred to as “NEDFi” or “the Corporation”) having its Registered office at “NEDFi House”, G.S. Road, Dispur, Guwahati, Assam-781006 with branches at all the State Capitals of North Eastern Region of India. It is notified as a Public Financial Institution under Section 4A of the said Act and registered as an NBFC with RBI. The shareholders of the Corporation are IDBI, SBI, LIC, SIDBI, ICICI, IFCI, SUUTI, GIC and its subsidiaries. The management of NEDFi is entrusted upon its Board of Directors comprising representatives from shareholder institutions, Ministry of DoNER, State Governments and eminent persons from the NE Region and outside having wide experience in industry, economics, finance and management. Detailed information regarding the functions of the Corporation are provided in Chapter 1 and for further details please visit our website www.nedfi.com.

1.2 NEDFi wishes to appoint a competent Consultant for digital transformation of its lending operations to become a customer centric model NBFC with exponential business growth. As a part of the Digital transformation NEDFi is planning to implement a modern, up-to-date and industry standard Lending Life Cycle Management System (LLMS) Software in managed cloud based Software as a Service model (SaaS model). The detailed scope is defined in Chapter 2 of this document. Eligible bidders are invited to submit their proposals as per details given in this Request for Proposal (RFP) document.

1.3 The RFP document may be downloaded from the Corporation’s website www.nedfi.com the Corporation reserves the right to change the requirements. Any such changes will be posted on the Corporation’s website. The bidder is required to regularly visit the website to keep track of the amendments in the RFP document.

1.4 The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Corporation and any successful bidder as identified by the Corporation after completion of the selection process as detailed in Chapter 4.

1.5 Bidders may study the bid document carefully and in its entirety. Submission of bids shall be deemed to have been done after careful study and examination of the bid document and with full understanding of its implications. Bidders must ensure, prior to submission of bids, that such clarifications/ changes have been considered by them. NEDFi shall not be liable for any omissions on the part of any bidder. The terms and conditions of the RFP encompass all the terms and conditions mentioned in this document. The contents of this document are listed in the Table of Contents.



2. Information Provided

The Request for Proposal (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 contracting party to determine whether or not to enter into a contract or arrangement with the Corporation.

3. Confidentiality

The RFP document is confidential and shall not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is being provided to the recipient on the basis of undertaking of confidentiality to be given by the recipient to the Corporation as per Annexure I. the Corporation may update or revise the RFP document or any part thereof. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient shall not disclose or discuss the contents of the RFP document with any officer, employee, Consultant, director, agent, or other person associated or affiliated in any way with the Corporation or any of its customers or suppliers without the prior written consent of Company except for bidding purposes.

4. Costs to be borne by Bidders

All costs and expenses incurred by bidders in any way associated with the development, preparation and submission of responses including but not limited to; the attendance at meetings, discussions, demonstrations, etc., and providing any additional information required by the Corporation, shall be borne entirely and exclusively by the bidders.

5. No Legal Relationship

No binding legal relationship shall exist between any of the bidders and the Corporation until the execution of a contractual agreement.

6. Bidders obligation to inform himself/ herself

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

7. Evaluation of Offers

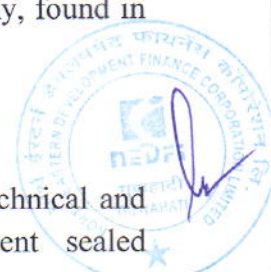
Each bidder acknowledges and accepts that the Corporation may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for shortlisting / selecting one eligible bidder as consultant.

8. Errors and Omissions

Each bidder shall notify the Corporation of any error, omission, or discrepancy, if any, found in this RFP document.

9. Bid submission Terms

9.1 The detailed instructions regarding bid submission is given in Chapter 5. The technical and commercial bid along with required attachments shall be placed in two different sealed



envelopes. These two envelopes containing bids shall be placed in another envelope and sealed and submitted on or before the last date submission of response to RFP at the address prescribed for the same.

9.2 Faxed / emailed copies of any document are not acceptable and shall result in rejection of bid by the Corporation;

9.3 All submissions, including any accompanying documents, shall become the property of the Corporation. Bidders shall be deemed to license, and grant all rights to the Corporation to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP response, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

9.4 The bidder shall be required to submit, by way of Bankers Cheque/ Demand Draft/ Pay Order favouring NEDFi, payable at Guwahati, a non-refundable Application Money amount of ₹2,000/- (Rupees Two Thousand only), separately along with RFP response.

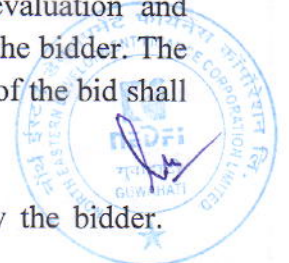
9.5 The bidder shall also be required to submit an Earnest Money Deposit (EMD) of ₹50,000/- (Rupees fifty thousand only) by way of a separate Bankers Cheque/Demand Draft/Pay Order favouring NEDFi, payable at Guwahati, which, must be submitted separately along with the RFP response. The Earnest Money Deposit shall be refunded to all bidders except the one finally selected for award of the contract. No interest shall be payable by the Corporation on the Earnest Money Deposit.

9.6 The selected successful bidder shall be required to enter into an agreement with the Corporation with respect to award of contract. The Earnest Money Deposit shall be refunded only after signature of the agreement and submission of performance bank guarantee which will be 10% of the value of the contract. In case the selected bidder fails to enter into an Agreement of Contract within the stipulated date and as per stipulated terms and conditions, the Earnest Money Deposit shall be subject to forfeiture at the discretion of NEDFi.

9.7 Queries relating to the RFP, if any, may be raised by the Bidders through emails to be received at the Corporation's email ID - it@nedfi.com latest by 01/11/2021. Any clarifications to queries raised by bidders or any change in requirement, shall be posted on the Corporation's Website, latest by 5th November 2021. Bidders may ensure that such clarifications / changes have been considered by them before submitting bids. A pre bid meeting shall be held in 2nd November 2021 at 3.00 PM virtually through video conference facility or at physically at the Head office of the Corporation at Guwahati.

9.8 The Corporation shall not be liable for omission, if any, on the part of the bidder. In case of any clarification required by the Corporation to assist in the examination, evaluation and comparison of bids, the Corporation may, at its discretion, seek clarification from the bidder. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

9.9 All the information required as per the RFP document shall be provided by the bidder. Incomplete information may lead to rejection of the proposal.



9.10 Bids once submitted shall be treated as final and no further correspondence shall be entertained. No bid shall be modified after the deadline for submission of bids.

9.11 The Corporation reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.

9.12 The Corporation shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.

10. Bid Validity Period

The proposal must remain valid and open for evaluation according to the terms for a period of at least 180 days from the last date for submission (or any extended period for submission) of the RFP to the Corporation.

11. Acceptance of Terms

A bidder shall, by responding to the Corporation for RFP, be deemed to have accepted the terms and conditions indicated in this RFP.

12. RFP related Communication with NEDFi

12.1 Bidders are required to direct all communications related to this RFP, to

The General Manager (IT)
NEDFi, NEDFi House,
G.S. Road, Dispur,
Guwahati-781006, Assam

12.2 The Corporation shall not answer any query received from bidders later than 1700 hrs on 1st November 2021. However, the Corporation may, in its absolute discretion, seek additional information or material from any bidder(s) after the RFP closes and all such information and material provided must be taken to form part of that bidder's response. Bidders shall provide details of their contact Number, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

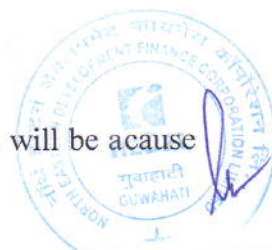
12.3 In case the Corporation, in its absolute discretion, deems that the originator of the question shall gain an advantage by a response to a question, then the Corporation reserves the right to communicate such response to all bidders.

13. Notification

The Corporation shall notify bidders as soon as practicable about outcome of the RFP. the Corporation is not obliged to provide any reasons for any outcome.

14. Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will be a cause for disqualification.



15. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Corporation and its 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 the Corporation or any of its officers, employees, contractors, agents, or advisers.



CHAPTER 1

INTRODUCTION

1.1 Background

- 1.1.1 The North Eastern Development Finance Corporation Ltd (NEDFi) is a Public Limited Company registered under the Companies Act 1956 on 9th August, 1995 (hereinafter referred to as “NEDFi” or “the Corporation”) having its Registered office at “NEDFi House”, G.S. Road, Dispur, Guwahati, Assam-781006 with branches at all the State Capitals of North Eastern Region of India. It is notified as a Public Financial Institution under Section 4A of the said Act and registered as an NBFC with RBI. The shareholders of the Corporation are IDBI, SBI, LIC, SIDBI, ICICI, IFCI, SUUTI, GIC and its subsidiaries. The management of NEDFi is entrusted upon its Board of Directors comprising representatives from shareholder institutions, Ministry of DoNER, State Governments and eminent persons from the NE Region and outside having wide experience in industry, economics, finance and management. Detailed information regarding the functions of the Corporation are provided in Chapter 1 and for further details please visit our website www.nedfi.com.
- 1.1.2 The Corporation provides financial assistance to micro, small, medium and large enterprises for setting up industrial, infrastructure and agri-allied projects in the North Eastern Region of India and also Microfinance through MFI/NGOs. Presently the business of the Corporation is managed using an in-house developed software acquired about 5 years back. For further details please visit www.nedfi.com.
- 1.1.3 The Corporation is planning to become a model NBFC with exponential business growth through digital transformation. As a part of the digital transformation, the Corporation is planning to implement modern, up-to-date and industry standard Lending Life Cycle Management System (LLMS) Software in managed cloud based **Software as a Service (SaaS) model** where the software provider will be completely responsible for end to end management of the software, underlying infrastructure, backup and DR site, software upgradation and cyber security aspects.
- 1.1.4 Further, in order to increase its business growth, the Corporation is planning to introduce (i) working capital loan product with real time integration with a commercial bank through API Banking (ii) Integration of Cash Management System & (iii) lending through Representative Office- RO/ Business Correspondent - BC/ Direct Sales Agent - DSA model for serving the remote/un-served/under-served areas of North Eastern Region of India.
- 1.1.5 The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between NEDFi and any successful bidder as identified by NEDFi after completion of the selection process as detailed in Chapter 3.

CHAPTER 2

PROJECT OBJECTIVES AND SCOPE OF WORK

2.1 Project Objectives

2.1.1 NEDFi wishes to appoint a competent Consultant to assist in digital transformation of its lending operations to become a customer centric model NBFC with exponential business growth. As a part of the Digital transformation, NEDFi is planning to implement a modern, up-to-date and industry standard Lending Life Cycle Management System (LLMS) Software in managed cloud based Software as a Service (SaaS) model.

2.2 Scope of work

2.2.1 Keeping in view the project objectives, the broad terms of reference / scope of work of the consultancy assignment will be as under:

- a) To understand the existing lending operations and workflow of various loan products of the Corporation.
- b) To suggest process improvement of lending operations in line with industry best practice for improving efficiency and reducing turnaround time.
- c) To suggest digitization process for business correspondent/Direct Sale Agent model to cater the financial needs of remote/un-served/under-served areas of North East region of India.
- d) To suggest digitization process for loan product like Working Capital/Cash credit loan with real-time integration of API banking feature.
- e) To suggest data sources to be used including alternate and non-conventional data sources for credit underwriting.
- f) To prepare the digital transformation strategy/approach for end to end lending operations to become a customer centric model NBFC.
- g) To provide a comprehensive report on digital transformation covering all the aspects mentioned above.
- h) To prepare a functional requirement document and RFP document based on the comprehensive report accepted by NEDFi for selection of LLMS software solution provider to enable end to end digital transformation of the lending operations of the Corporation considering all the Security, statutory and regulatory compliance requirements.
- i) To assist NEDFi in bidding and selection process of the LLMS software provider.

2.2.2. The broad scope of work as mentioned in para 2.2.1 above will be delivered as indicated below:

The consultant shall prepare and deliver a comprehensive report which shall include digital transformation strategy for the Corporation to enable the Corporation to become a model NBFC with exponential business growth.

After finalising the report by NEDFi, the Consultant shall prepare a functional requirement document and RFP document. The consultant shall assist to identify & selection of a most suitable LLMS software provider through a bidding process to the satisfaction of the Corporation by

following a due process as outlined by the Corporation's procurement policy and the CVC guidelines.

2.3 Detailed scope is as under:

A. Formulation of Comprehensive report for Digital transformation of Lending Operations of the Corporation

The Consultant shall prepare and deliver a comprehensive report for digital transformation of lending operations of the Corporation based on the following aspects:

- a) To understand the existing lending operations and workflow of various loan products of the Corporation.
- b) To suggest process improvement of lending operations in line with industry best practice for improving efficiency and reducing turnaround time.
- c) To suggest digitization process for business correspondent/Direct Sale Agent model to cater the financial needs of remote/un-served/under-served areas of North East region of India.
- d) To suggest digitization process for loan product like Working Capital/Cash credit loan with real-time integration of API banking feature.
- e) To suggest data sources to be used including alternate and non-conventional data sources for credit underwriting.
- f) To prepare the digital transformation strategy/approach for end to end lending operations to become a customer centric model NBFC.

B. Formulation of the Functional Requirement document and RFP for selection of LLMS software provider.

- a) Preparation and finalisation of functional requirement document.
- b) Preparation and finalisation of technical requirements including data migration requirements.
- c) Definition of the scope of the project
- d) Define the deliverables and time line for implementation.
- e) Define the eligibility criteria for the prospective bidders
- f) Define evaluation methodology for the bidders
- g) Collate all the documents including the defined and agreed service levels.
- h) Design formats & schedules for the bidders to submit the technical and commercial information
- i) Define the terms and conditions for the project including payment terms and penalty clauses
- j) Define the requirement for managed cloud based Software as a Service model for implementation of LLMS software.
- k) Define the appropriate performance benchmark.
- l) Define fair cost estimation of RFPs to be floated.

C. To assist in Evaluation of response to RFP and Selection of Software

- a) Arrange for conduct of pre-bid meetings.
- b) Formulate response to queries before the bidding.
- c) Evaluate the responses to RFP(s) based on defined eligibility criteria.
- d) Evaluate the bids based on product walkthroughs in consultation with Company.
- e) Provide a report to Company listing all technically qualified vendors
- f) Opening commercial bids of technically qualified vendors in consultation with Company



- g) Carry out commercial bid evaluation based on defined criteria and format in RFP in Consultation with Company.
- h) Undertake Total Cost of Ownership (TCO) analysis.
- i) Provide a report to company detailing the results of commercial evaluation
- j) Framing terms and conditions for purchase order and statement of work
- k) Onboarding the finalised bidder

Note: Decision for Selection of LLMS software provider will be finalized by Company. The role of Consultant in the selection process will be only limited to assisting the Corporation.

D. Deliverables

In summary, the deliverables would be

- a) Comprehensive report on digital transformation of Lending operation of the Corporation.
- b) Functional Requirement Document
- c) A RFP for selection of LLMS software provider covering all the requirements of the Corporation based on (a) & (b) above
- d) Evaluation of response to RFP
- e) Shortlisting of a LLMS software provider duly complying to all requirements as per RFP in consultation with Company
- f) To assist NEDFi for Issuing Purchase order and Statement of work
- g) To assist NEDFi for Formalising the engagement with a formal MoU between the Corporation and the successful bidder

2.4 Project Management / Monitoring

A Project Management Team (PMT) comprising of NEDFi Officials will be set up and will report to Senior Management of NEDFi. Consultant would undertake project planning, preparation of Comprehensive report, Functional requirement, preparation of RFP, selection of Bidder etc. in coordination with PMT for overall quality assurance.

2.5 Implementation Schedule/Milestone

The estimated time to accomplish the consultancy assignment will be 12 weeks from the date of signing of the contract with NEDFi or till selection of successful bidder, issue of work order and signing of Legal Agreement. The estimated schedule for completion of the project is given in Table below.

Sr.No.	Stages of Consultancy	Duration in no of weeks
1	Entering into Agreement, Project Kick-off meeting for the consultancy	01
2	Preparation of Comprehensive report on Digital Transformation of lending operations of NEDFi	03
3	Drafting of Functional Requirement and RFP for selection of LLMS software provider	02
4	Finalising RFP	01
5	Floating of RFP, Responding to Queries, conduct of prebid meeting	03
6	Evaluation of technical bids	01
7	Evaluation of Commercial bid, Identification of successful bidder and Issue of work order	01
	Total	12

Note:

(a) Time and Quality are the essence of the contract. The bidders responding to the invitation should clearly give a tentative break-up of the time-schedule matching the stage-wise completion of the assignment.

(b) Duration mentioned are the upper limit and subject to change at the discretion of NEDFi. It should be the endeavour of the Bidder to complete the works as early as possible.



CHAPTER 3

SELECTION PROCEDURE

3.1 The selection procedure comprises a three stage process, viz: evaluation of compliance to eligibility criteria, technical bids evaluation and commercial bids evaluation.

3.2 Eligibility criteria

3.2.1 In the first stage of selection procedure, scrutiny of the bids will be carried out to ascertain compliance of the bidders with the eligibility criteria for the bidders as per Clause 4.1 of Chapter 4

3.2.2 The bids of the bidders who do not meet the required minimum eligibility criteria shall not be considered for technical bid evaluation.

3.3 Technical Bids Evaluation

3.3.1 Technical bids of only those bidders who comply with the minimum eligibility criteria shall be evaluated.

3.3.2 Presentations shall be made by all the qualified bidders on their experience, expertise, the methodology and approach, before the team of NEDFi. The date of presentation shall be communicated to the eligible shortlisted bidders by the Corporation.

3.3.3 Maximum marks that can be secured under technical evaluation shall be 100 which shall be based on the evaluation parameters as per clause 4.2.

3.3.4 The marks from Technical Bids evaluation will be arranged in descending order and the bidders above cut off marks (75) shall be shortlisted. However, in case there is only one bidder having technical score of 75 or more, the bidders with the next highest technical score may be considered. This will be subject to the minimum score of 60. In case, no bidder is having score of 75, the Corporation may, at its discretion, take up 3 top scoring bidders in technical evaluation subject to the minimum score of 60 or may cancel the entire bid process.

3.4 Opening of Commercial Bids

The Commercial Bids of the bidders qualified in the technical bid evaluation as per clause 3.3 shall only be opened and considered for further evaluation.

3.5 Final Evaluation

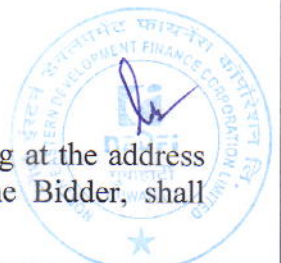
3.5.1 For the purpose of calculating final score, the computation methodology indicated in clause 4.2.2.3 shall be adopted.

3.5.2 The bidder obtaining the highest total score (TS) will be eligible for appointment as consultant to NEDFi for the specified purpose.

3.5.3 In the case of a tie between two or more bidders, the bidder with higher score under technical evaluation shall be selected.

3.6 Notification of Award

The acceptance of a tender, subject to contract, shall be communicated in writing at the address supplied by the Bidder in the tender response. Any change of address of the Bidder, shall therefore be promptly notified to the address for communication.



CHAPTER 4

BIDDER'S ELIGIBILITY CRITERIA AND CRITERIA FOR EVALUATION

4.1 Bidder's Eligibility Criteria

Bidders for appointment of Consultant for the assignment must meet the following Minimum Eligibility criteria - Declaration along with supporting documents should be submitted as per Annexure A.

Sr.No.	Minimum Eligibility Criteria	Details of proofs
1	The Bidder should be a company registered under Companies Act, 1956 / partnership Bidder registered under LLP Act, 2008 / Professional Consulting Firm. The Bidder should be registered for GST. It should not be individual/ proprietorship firm/ HUF etc.	Registration certificate issued by the Competent Authority
2	Should have operations in India for at-least 5 years as on date of RFP. In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original institution can be taken into account. If the bidding entity was part of the parent company, the parent company may be reckoned. A disclaimer would be required to this effect.	Letter of commencement of business in case of a public company and registration certificate in respect of others.
3	Bidder should have experience of at least 1 (one) assignment in each of the following: a) digital transformation of lending operation b) selection of Software vendor for reputed Banks or NBFCs in India.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same. The declaration should contain name and contact details of senior client references along with a copy of work order and completion certificate.
4	Should have a minimum average annual turnover of ₹5.00 crore during any three of the four financial years immediately preceding the current financial year in respect of its offices located in India.	Audited financial statements of the bidder for immediately preceding four financial years or certificate from the Chartered Accountant.
5	Should have reported net profit for at-least 3 of the 4 financial years immediately preceding the current financial year	Audited financial statements of the bidder for immediately preceding four financial years or certificate from the Chartered Accountant.
6	The bidder must warrant that it is a going concern, financial solvent i.e. able to meet its debts when they fall due	Audited financial statements of the bidder for immediately preceding financial year or certificate from the Chartered Accountant.
7	The bidder should not have been debarred / blacklisted/disqualified by any statutory body/Government/ Regulatory body(ies)	Compliance certificate as per Annexure C



8	The bidder must warrant that there is no legal cases against it in any jurisdiction. In case there are pending cases, the details of such cases must be provided with the bid (company reserves the right to reject the bid based on the nature of the pending case)	Compliance certificate as per Annexure C
9	The Consultant or its subsidiaries engaged in providing software solution may bid for this RFP, subject to the condition that any of their software will not be considered under this project by NEDFi for purchase during the assignment, if the bidder is engaged by NEDFi for consultancy.	A Self-Declaration to be furnished by the Bidder on the Corporation's letter head for the same along with Annexure C.
10	Must submit pre contract integrity pact	Annexure J
12	Earnest Money Deposit & Cost of RFP/Application Money	As per clause 5.4.2 & 5.4.1

- Those bidders who fulfill all the above minimum eligibility criteria are only eligible to take part in this bid exercise.
- Bidder(s) who have been appointed by NEDFi for any other project and whose contract has been terminated before completion of the project are not eligible to bid in the proposed project.
- Proposals of those bidders, who do not fulfil the Minimum Eligibility Criteria as stated above, will be rejected.

4.2 Evaluation Process

4.2.1 Evaluation of Technical Bid

4.2.1.1 First, the compliance of the bidders to the minimum eligibility criteria indicated in clause 4.1 will be examined. The bids of the bidders who fulfill the minimum eligibility criteria conditions as mentioned in para no. 4.1, shall only be taken up for further evaluation. The bids of others who don't comply with the minimum eligibility criteria shall be rejected.

4.2.1.2 The next step would be the evaluation of technical bids through the process detailed in clause 4.2.1.5. The bidders scoring less than 75 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for selection the evaluation of commercial bid.

4.2.1.3 In case there is only one bidder having technical score of 75 or more, the bidders with the next highest technical score may be considered. This will be subject to the minimum score of 60. In case, no bidder is having score of 75, the Corporation may, at its discretion, take up 3 top scoring bidders in technical evaluation subject to the minimum score of 60 or may cancel the entire bid process.

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

- Prior experience of the bidder in undertaking projects such as Business Process re-engineering, Digital transformation and Implementation of Software Solution for lending operation of FIs.
- Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- Methodology/Approach proposed for accomplishing the proposed project.
- Activities / tasks, project planning, resource planning, effort estimate etc.
- Presentation-cum-Interview. The short-listed bidders of this RFP have to give presentation

before panel of representatives of Company on the methodology/ approach, time frame for various activities, strengths of the bidders in implementation of the proposed work. The technical competence and capability of the bidder for the consultancy project should be clearly reflected in the presentation. If any bidder fails to make such presentation, they will be eliminated from the selection process.

4.2.1.5 The score for technical evaluation shall be arrived as per the evaluation matrix given below.

Technical bid evaluation matrix

Sl No	Criteria	Evaluation Parameter	Max. Marks
01	Relevant Experience of the agency	Experience in executing / execution of projects of similar nature like digital transformation, business process re-engineering and selection of Software Vendor in financial institutions (Banks & NBFCs). Evidence by way of Statement of work completed / ongoing to be produced	25
02	Experience of the agency in end to end Digitization	Experience in executing / execution of projects in financial institutions (Banks & NBFCs) for end to end Digitization of commercial lending operations.	15
03	Availability of skilled and experienced man power	Details of the skill set and relevant experience of the project team provided by the bidder shall be the basis for evaluation.	20
04	Understanding of the project	Technical proposal and the Presentation before the NEDFi about the proposed methodology to be adopted to implement the project shall be the basis	40

Note:

- (i) The Consultant is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials.
- (ii) Differential weightage will be given based on number of engagements /assignments.
- (iii) One engagement dealing with multiple criteria will carry marks for each criteria. One documentary evidence showing multiple areas covered will suffice in this regard.
- (iv) Experience in gap analysis, framework development as well as assistance in system implementation and pilot roll out is expected.
- (v) The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number
- (vi) The proposed system is expected to be integrated with other systems of the Corporation. The Consultant should have experience in providing consultancy in such assignments.
- (vii) Mere work order or agreement with the client company is not sufficient. Proof of satisfactory completion of work done will be required to assess and allot marks under segregated work items.
- (viii) the Corporation may, at its sole discretion, decide to seek more information from the Respondents in order to normalize the bids. However, Respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

4.2.1.6 The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RS_{Tech}) shall be assigned to each bid on the basis of parameters mentioned above.

4.2.1.7 Relative Technical Score (RS_{Tech}) for each vendor will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{High} * 100$$

Where, RS_{Tech} = Relative score obtained by the bidder

T = Technical score obtained by bidder under consideration
 T_{High} = Highest Technical score secured among the bidders

4.2.2 Evaluation of Commercial Bid

4.2.2.1 The commercial bids of the bidders who were shortlisted based on the technical evaluation shall only be opened, the date of which shall be communicated separately to the successful technical bidders and considered for further evaluation as per the process given below.

4.2.2.2 Relative Commercial Score (RS_{Com}) for each vendor will be calculated as follows based on above parameters:

$$RS_{Com} = C_{Low} / C * 100$$

Where, RS_{Com} = Relative score obtained by the bidder

C = Commercial bid value of the bidder under consideration

C_{Low} = Lowest commercial bid value out of all the eligible commercial bids obtained.

4.2.2.3 Final Score Computation Methodology

4.2.2.3.1 A comprehensive "Total Score (TS)" will be calculated as follows.

$$TS = RS_{Tech} * 0.70 + RS_{Com} * 0.30$$

The vendor with the highest Total Score (TS) will be selected for further discussion for finalizing contract / placing PO subject to satisfying all the terms and conditions defined in this RFP document.

This methodology is explained by way of illustration given in the following table.

Illustration for computation methodology

Sr.No	Bidder	Technical Evaluation Score	Nominal Bid Price	RS_{Tech}	RS_{Com}	TS
1	ABC	95	71	70	25	95
2	XYZ	85	65	63	28	91
3	UVW	80	60	59	30	89

In the above example, ABC, with the highest score becomes the successful Least Price bidder. The price quoted by the Least Price bidder will be called "Least Price".

In the case of tie between two or more bidders, the bidder with the highest technical score will be considered as least price bidder.



CHAPTER 5

Guidelines on Bids

5.1 General Guidelines

5.1.1 The RFP document may be downloaded from the Corporation's website www.nedfi.com. the Corporation reserves the right to change the requirements of the RFP. Any such changes will be posted in NEDFi's website and the bidder is required to regularly visit the website to keep track of the amendments in the RFP document.

5.1.2 Bidders are expected to study and develop a fair understanding of the Corporation's existing processes and other related systems in place before submitting respective bids. For this, they may be guided by the information generally available in the public domain.

5.1.3 Bidders are advised to study the bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

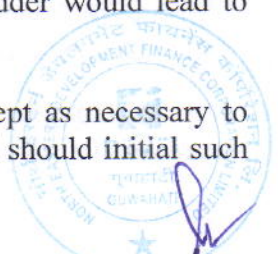
5.1.4 the Corporation may call for any clarifications/additional particulars required, on the technical/ commercial bids submitted. The bidder shall be required to submit the clarifications/ additional particulars in 'writing' within the specified date and time. The bidder's offer shall be disqualified, in case the clarifications/ additional particulars sought are not submitted within the specified date and time.

5.1.5 In case of any clarification required by the Corporation to assist in the examination, evaluation and comparison of bids, NEDFi may, at its discretion, ask the bidder for clarification. The response / clarification thereof shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

5.1.6 the Corporation shall entertain bid related queries from prospective bidders until 17:00 hrs on 01/11/2021. Such queries may be sent by email at the following mail address of the Corporation – it@nedfi.com. Any clarifications to queries raised by bidders or any change in requirement, will be posted on the Corporation's website. Accordingly, the bidder must ensure that such clarifications / changes have been considered by them, before submission of bids. The Corporation shall not have any responsibility in case of omissions on the part of any bidder. In case of any clarification required by the Corporation to assist in the examination, evaluation and comparison of bids, the Corporation may, at its discretion, ask the bidder for clarification. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

5.1.7 Bidders are permitted to submit only one Technical Bid and one Commercial Bid. Submission of more than one Technical and one Commercial bid by the bidder would lead to rejection of the entire bid of the concerned bidder.

5.1.8 The bid shall contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.



5.1.9 No columns of the bids shall be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.

5.1.10 Details in the bid shall be duly filled in. Correct technical information of the services being offered shall be filled in. While providing information by using terms such as "OK", "ACCEPTED", "NOTED", "AS GIVEN IN BROCHURE/ MANUAL" or use of any Special Characters such as -, ", @, _# is not acceptable. the Corporation reserves the right to treat offers not adhering to these guidelines.

5.1.11 The bid shall be signed by the bidder or any person duly authorised to bind the bidder to the contract. The signatory shall submit a declaration in Annexure K along with authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents except brochures, if any, may be signed by the authorised signatory.

5.1.12 The bidders may note that no bid information is to be furnished to the Corporation through e-mail or any other electronic mode except when specifically requested and such queries are to be confirmed in writing and such mails shall be addressed to the mail id. it@nedfi.com only.

5.2 Bidding document preparation

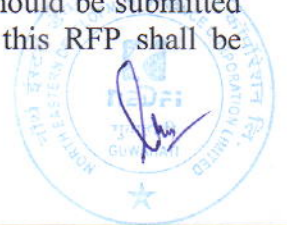
5.2.1 The response to the present RFP should be submitted in two parts, i.e., the Technical bid and the Commercial Bid (in hard copy and soft copy). The bidder will have to submit the "Technical Bid" and the "Commercial Bid" separately within the stipulated date and time. The "Technical Bid" shall contain exhaustive and comprehensive technical details, whereas the "Commercial Bid" shall contain the pricing information. The Technical Bid shall "NOT" contain any pricing or commercial information at all and in case the Technical Bid contains any price related information, then that Technical Bid shall be disqualified and shall not be processed further.

5.2.1 In order to facilitate evaluation and comparison of tender responses, the bids shall be made strictly as per the formats specified. Failure to do so may result in the tender being eliminated at the examination stage as unresponsive. The bids properly filed or bound so that the papers are not loose. A hard copy of the credential letters from clients neatly bound, labelled and segregated into different areas in similar projects undertaken and executed shall also be submitted.

5.2.2 The bidder must organize the bid in accordance with the format specified in the tender document. Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

5.2.3 Should the bidder have additional information to submit that cannot be encompassed by the current table of contents, additional sections may be added at the end. Should this option be exercised it may be noted that this additional information shall not be used for evaluation of the technical bid.

5.2.4 The bidder shall be required to submit the response in hard copy and soft copy (in CD/pendrive). All CDs/pendrive submitted shall be neatly labelled clearly identifying the bidder. The bidder shall submit the soft copy of all documents for the RFP organised in appropriate directory structures. The soft copy for each of technical and commercial bid should be submitted separately in distinct cd/pendrives. The Annexures prescribed as a part of this RFP shall be submitted in MS Word format only.



5.2.5 The Technical bid in response to the RFP responses shall be submitted in original, in sealed envelopes and shall clearly identify the bidder submitting them and shall be labelled **“RFP for Consultancy services - TECHNICAL Bid”** in the top left hand corner of the envelop. The envelope shall be dated with the current date in the top right hand corner.

5.2.6 The technical bid may adopt the order given below and provide the information required in Annexure A along with other information in the formats prescribed and appended as Annex ‘B’, Annex ‘C’, Annex ‘D’, Annex ‘E’, “Annex I” and “Annex J” to this document.

5.2.7 The technical bid shall be organized and submitted as per the following sequence:

- a) Table of Contents (list of documents enclosed)
- b) Technical bid in Annexure A along with B,D, E, I,J,K
- c) Compliance certificate for all the terms and conditions as per Annexure “C”
- d) All copies of certificates, documentary proofs for execution of assignments etc.
- e) A pen drive containing soft copy of the technical bid including scanned copies of certificates/credentilas and Annexures in MS Word format. The pen drive should NOT contain any price bid/information and the bidder mark the pen drive by clearly identifying the bidder.
- f) Payment instruments towards application money as per 5.4.1 and Earnest Money Deposit as per 5.4.2

5.2.8 The commercial bid in response to the RFP responses shall be submitted in original, in sealed envelopes and shall clearly identify the bidder submitting them and shall be labelled **“RFP for Consultancy services - COMMERICAL Bid”** in the top left hand corner of the envelope and shall be dated with the current date in the top right hand corner.

5.2.9 The Commercial Bid shall contain the quotation for the assignment as defined chapter 2 of this document expressed in Indian Rupees only in the prescribed format as Annexure F along with Annexure G. It may be noted that the bid amount shall mention the cost separately from the applicable tax components, if any.

5.2.10 Bidders shall note that a fixed price is required and that anything that seeks to limit or qualify such a fixed price is likely to be regarded unfavourably.

5.2.11 All the relevant pages of the bids (except literatures, datasheets and brochures) are to be numbered and signed by an authorized signatory. The number should be a unique running serial number across the entire document.

5.3 Bid Submission

5.3.1 The mode of submission of bids shall be as under :

- a) No. of Envelopes (Non window, sealed) to be submitted: Three (3) Envelopes
- b) Envelope 1 containing: Technical Bid & annexures as per 5.2.6 and 5.2.7 (1 hardcopy & soft copy)
- c) Envelope 2 containing: Commercial Bid as per 5.2.8 and 5.2.9 (1 hard copy & soft copy)
- d) Envelope 3 containing: Envelopes 1 & 2 duly superscribed as **“Bids for consultancy services for NEDFi submitted by _____ on _____”**
- e) All envelopes must also be superscribed with Name of the Bidder along with contact number(s) and Email ID as well.

5.3.2 The Bids shall be addressed and submitted by Registered Post / speed post/courier/hand delivery to

The General Manager (IT)
NEDFi, NEDFi House
G.S. Road, Dispur
Guwahati
Assam-781006

5.3.3 Receipt of the bids shall be closed at 3:00 PM on 15/11/2021. Bids received after this time shall not be accepted by the Corporation under any circumstances. the Corporation shall not be responsible for any delay due to postal service or any other service provider. Faxed copies / emails of any submission are not acceptable and shall be liable to be rejected by NEDFi. In case the last date for receipt is declared a holiday either by NEDFi or by State / Central Government, then the 3:00 PM on the next working day shall be reckoned as the last date for submission.

5.3.4 Bids once submitted shall be treated as final and no further correspondence shall be entertained in this regard. No bid shall be modified after the deadline for submission of bids.

5.3.5 the Corporation shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.

5.4.1 Cost of RFP/Application Money

5.4.1 Each bidder shall be required to submit Application Money of ₹ 2,000/-(Rupees Two Thousand only) by way of Bankers Cheque/Demand Draft/Pay Order favoring "NEDFi", Payable at Guwahati, which amount shall be non refundable, and shall be submitted along with the technical bid, failing which the bid shall stand rejected.

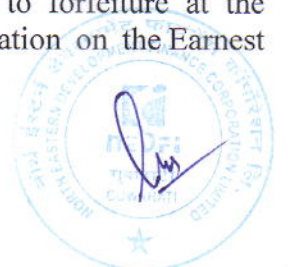
5.4.2 Earnest Money Deposit

5.4.2.1 The bidder shall also be required to submit Earnest Money of ₹50,000/-(Rupees fifty thousand only) by way of a separate Bankers Cheque/ Demand Draft/ Pay Order favouring "NEDFi", Payable at Guwahati, which, shall be submitted along with the technical bid, failing which the bid shall stand rejected. The Earnest Money Deposit shall be refunded to all the bidders except the one who shall be finally selected for award of the contract.

5.4.2.2 The EMD security may be forfeited:

- (a) If a Bidder withdraws its bids during the period of Bid validity
- (b) If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
- (c) In case of successful Bidder, if the Bidder fails to Sign the contract and
- (d) In case of any breach of the pre-contract integrity pact.

5.4.2 3 The selected successful bidder shall be required to enter into an agreement within 7 days from the date of award of the contract. The Earnest Money Deposit shall be refunded on receipt of performance bank guarantee and on signing of the agreement. If the selected bidder fails to enter into agreement of contract, the Earnest Money Deposit shall be subject to forfeiture at the discretion of the Corporation. No interest shall be payable by the Corporation on the Earnest Money Deposit.



5.5 Opening of bids

5.3.1 The technical bids shall be opened at 4:00 PM on 15/11/2021.

5.3.2 The bids shall be opened in the presence of authorised representatives of the bidders at the Head office of the Corporation or virtually (online mode). In case of physical presence, the representative of the bidder shall produce an authorisation letter from the bidder to represent them at the time of opening of Technical/Commercial bids. A maximum of two representatives shall be allowed to represent any bidder. In case the bidder's representative/s is/are not present at the time of opening of bids, the quotations/ bids shall still be opened at the scheduled time at the sole discretion of the Corporation.

5.6 Clarification on the RFP

5.6.1 For any clarification with respect to this RFP, the following officials are nominated as points of contact

Name & Designation	Md. Saiedul Hussain, Asstt. General Manager	Shri Neelim Sahariah Asstt. Manager
Telephone Number	9854028282	7086008631
Email	it@nedfi.com	it@nedfi.com

5.6.2 It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and shall be addressed to the nominated Point of contact. the Corporation is not liable to answer any communication initiated by bidders later than 01/11/2021.

5.6.3 Written requests for clarification may be submitted to the Corporation through e-mail at the nominated point of contact and clarifications for such queries shall be provided by the Corporation or its representative to all the agencies.

5.6.4 In case the Corporation, in its absolute discretion, deems that the originator of the query shall gain an advantage by a response to a question, then it reserves the right to communicate such response to all bidders. the Corporation may, in its absolute discretion, engage in discussion with any bidder (or simultaneously with more than one bidder) after the RFP closes to improve or clarify any response.

5.6.5 Request for clarification should be submitted in the format given below.

Name of the Organisation submitting request	
Name & Position of the Person submitting request	
Full formal Address of the organization including Phone Number, Fax Number, & email point of Contact	
Bidding Documents Reference/s requiring Points of clarifications required clarification (please indicate clause No.)	
Name and signature of the authorised person requesting clarification	

5.6.6 The amendments so placed on the Corporation's website shall be binding on all the bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP. Further, in order to provide prospective bidders reasonable

time to take the amendment into account in preparing their bid, the Corporation may, at its discretion extend the deadline for submission of bids.

5.6.7 the Corporation may extend the time for submission of all proposals and such an extension shall be duly and publicly notified in the Corporation's website.

5.6.8 the Corporation may share the information/ clarifications provided in response to RFP by any bidder, with all other bidder(s)/others, in the same form as clarified to the bidder raising the query.

5.6.9 the Corporation reserves the right to ascertain information from the institutions to which the bidders have rendered their services for execution of similar projects.

5.6.10 Clarifications, if any, required by the bidder shall be informed through e-mail to the nominated point of contact of the bidder.

5.7 Language of Bids

All bids and supporting documentation shall be submitted in English.

5.8 Period of Bid Validity

The Bids shall be treated as valid for a period of 180 days from the last date for submission of the bid or any other extended period for submission of the bid.

5.9 Format for Signing of Bid

All Forms and Declarations which are part of this document as annex shall be submitted and signed by the authorised signatory. Unsigned bids shall entail rejection of the bid.

5.10 Correction of Errors

5.10.1 In case of a discrepancy between the amounts in figures and in words, the amount in words shall prevail.

5.10.2 Instances of manual correction in respect of the amount mentioned in the bid shall not be considered unless duly authenticated by the signatory of the bidder.

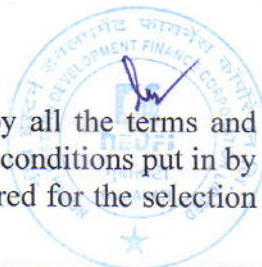
5.11 Acceptance or Rejection of Bid

5.11.1 the Corporation reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

5.11.2 the Corporation reserves the right to select the next most responsive bidder in case the first most responsive bidder evaluated for selection fails to enter into an agreement within a specified time frame.

5.12 General Terms and Conditions

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



5.12.2 the Corporation and/or its officials, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any bidder/consultant/ person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it, whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of company and/or any of its officers, employees.

5.12.3 The information, submissions, including any accompanying documents, provided by the bidders in response to this bid document shall become the property of the Corporation and shall not be returned under any circumstances. Bidders shall be deemed to license, and grant all rights to the Corporation to reproduce the whole or any portion of their submission for the purpose of evaluation, and to disclose and/or use the contents of the submission as the basis for processing of RFP, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

5.13 Additional Information Relating to Submission of Bid :

5.13.1 the Corporation reserves the right to:

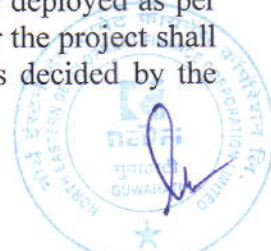
- a) Reject any or all of the responses received in response to the RFP, without assigning any reason whatsoever.
- b) Reject a response/proposal if it is not in accordance with its requirements and no correspondence will be entertained by the Corporation in the matter.
- c) The bid is liable to be rejected if :
 - i. it is not in conformity with the instructions mentioned in this tender document and/or
 - ii. It is not strictly as per prescribed form and format and/or
 - iii. It is not properly/duly signed and/or
 - iv. It is received through email, fax, telex or telegram and/or
 - v. It is received after expiry of the due date and time and/or
 - vi. It is incomplete including non-furnishing of the required documents and/or
 - vii. It is evasive or contains incorrect information and/or
 - viii. There is canvassing/ lobbying/ influencing of any kind

5.13.2 the Corporation is not obliged to provide any reasons for acceptance or rejection and for cancellation of the RFP at any stage.

5.13.3 the Corporation may waive or change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change/ waiver shall be duly and publicly notified in the Corporation's website before the closure of the bid date.

5.13.4 the Corporation may, in its absolute discretion, seek additional information or material from any bidders after closure of the RFP, and all such information and material provided must be taken to form part of that bidder's response. Bidders shall provide details of their Fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

5.13.5 The proposed team members shall possess knowledge and experience in respect of the scope of work as specified in Chapter 2 and only experienced personnel shall be deployed as per the requirements of the Project. The key personnel identified by the consultant for the project shall carry out their activities from the premises of the Corporation at Guwahati/ as decided by the Corporation.



5.14 No legal binding relationship

5.14.1 Responses to this RFP document shall not be construed as an obligation on the part of the Corporation to award a work order for any services or combination of services.

5.14.2 Failure if any, on the part of the Corporation to select a bidder shall not result in any claim whatsoever against the Corporation. the Corporation reserves the right to reject any or all bids either in part or in full, without assigning any reason whatsoever.

5.14.3 It may be noted that no legal binding relationship shall exist between any of the respondents to this RFP and the Corporation, until execution of a contractual agreement.

5.15 Authorised Signatory

The selected bidder shall indicate the names of the authorised personnel who will discuss and correspond with the Corporation, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board/Governing body, authenticated by its Chief Executive Officer/Managing Director, authorising an official or officials of the Corporation or a Power of Attorney copy to discuss, sign agreements/contracts with the Corporation. The bidder shall furnish proof of signature identification for above purposes as required by the Corporation.

5.16 Signing of Contract

5.16.1 By submitting a proposal, the Bidder agrees to promptly contract with NEDFi for any work awarded to the Bidder.

5.16.2 The successful bidder shall be required to enter into a contract with NEDFi, within 7 days of the award of the tender or within such extended period as may be decided by the NEDFi. Failure on the part of the awarded bidder to execute a valid contract with the Corporation will relieve the Corporation of any obligation to the bidder, and a different bidder may be selected.

5.1.17 the Corporation has the right to reject any or all bid(s) received without assigning any reason whatsoever.

5.1.18 Company may at its discretion abandon the process of the selection of Consultant anytime before notification of award



CHAPTER 6

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

6.1 Broad Terms and Conditions

6.1.1 The following are the general terms and conditions proposed to be included in the Contract. However, the terms and conditions are not conclusive and the Corporation reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary, before signing the final agreement.

6.1.2 The Bidder, selected for consultancy services for the project, shall have to enter into a service agreement directly with the Corporation. The service agreement shall contain various terms and conditions relating to payment, delivery and acceptance of the design, etc. All the diagrams, drawings, documents, specifications and other related literature & information, provided by the bidder for the solution and agreed to by the Corporation, shall also form a part of the agreement.

6.1.3 The bill for the consultancy services shall be furnished along with the prices thereof, as per the terms and conditions contained in this document. The Consultant/bidder shall undertake to ensure that the prices are reasonable and in the range of prices for similar/ same services available in the market. In case of any irregularity being detected at any point of time in respect of the above, the Corporation shall have the right to take appropriate action against the Consultant/ Bidder, as deemed fit by the Corporation. Any additional or different terms and conditions proposed by the bidder shall be liable to be rejected unless expressly accepted to in writing by the Corporation.

6.1.4 The bidder shall strictly adhere to the delivery dates or lead times identified in the proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Corporation, may constitute a material breach of the bidder's performance. In the event that the Corporation is forced to cancel an awarded contract (related to this RFP document) due to the bidder's inability to meet the established delivery dates, that bidder shall be responsible for any re-procurement costs suffered by the Corporation. The liability of bidder in such an event shall be limited to the amount actually spent by the Corporation for procuring similar alternative deliverables and services or to 20% of the total contract value/cost whichever is higher.

6.1.5 The bidder represents and acknowledges to the Corporation that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations of implementing the project. The bidder also acknowledges that the Corporation having relied on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP document. the Corporation expects the bidder to fulfil all the terms and conditions of this RFP document.

6.1.6 The bidder represents that the proposed documentation and/or use of the same by the Corporation shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder further represents that the documentation to be provided to the Corporation shall contain a complete and accurate description of the project and shall be prepared and maintained in accordance with the highest industry standards. The bidder represents and undertakes to obtain and maintain validity throughout the contract, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder.

6.1.7 All terms and conditions, payments schedules, time frame for expected service levels as per this RFP shall remain unchanged unless explicitly communicated by the Corporation in writing

to the bidder. the Corporation shall not be responsible for any inferences or conclusions made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Corporation whatsoever, for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for the project, etc., as mentioned in this RFP document.

6.1.8 the Corporation and the bidder covenant and represent the following:

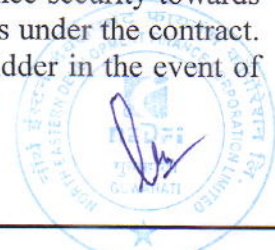
- a) It is duly incorporated, validly existing and in good standing under as per the laws of the State in which such Party is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- c) The execution, delivery and performance under an Agreement by such party:
 - i. Will not violate or contravene any provision of its documents of incorporation;
 - ii. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - iii. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or shall contain any untrue or misleading statement or omits or shall omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

6.1.9.5 the Corporation shall not return the bid documents to the Bidder(s).

6.1.9.6 the Corporation shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

6.2 Forfeiture of Bid Security

In case a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form, or in case the successful bidder fails to accept the work order/ sign the Contract, the Corporation shall be at liberty to set off/ adjust the proceeds of the performance security towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Corporation's right to proceed against the bidder in the event of the security being not enough to fully cover the loss/ damage.



6.3 Adherence to Standards

6.3.1 The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in the Technical Specification, indicated in this RFP as well as the Technical Bid submitted by the bidder and/or agreed to between the Corporation and the bidder. When no applicable standard is mentioned, the deliverables shall be supplied under the authoritative and appropriate international standards of such deliverables and such standards shall be the latest issued by the concerned institution/s.

6.3.2 The Consultant shall adhere to all the applicable laws of the land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

6.3.3 NEDFi reserves the right to conduct an audit/ongoing audit of the consulting services provided by the Consultant.

6.4 Governing Language

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

6.5 Applicable Laws

The Contract shall be governed and interpreted in accordance with the Indian Laws.

6.6 Notices

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

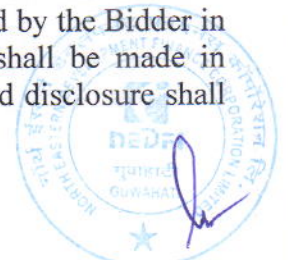
6.6.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.7 Contract Amendments

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

6.8 Use of Contract Documents and Information

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



6.8.2 The bidder shall treat as confidential all data and information about the Corporation, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Corporation.

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

6.8.4 The bidder shall not, without the Corporation's prior written consent, make use of any document or information except for the purposes of performing the Contract. Further, Work, Study Reports, documents, etc., prepared under this contract shall become the property of the Corporation.

6.9 Indemnification

6.9.1 The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Corporation about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP. The bidder shall, at its own cost and expenses, defend and indemnify the Corporation against all third-party claims including those of the infringement of Intellectual Property Rights, patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India. The bidder shall indemnify, keep indemnified, hold harmless, defend and protect the Corporation and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

6.9.2 The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If the Corporation is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible to refund to the Corporation such compensation paid by the Corporation thereof, including all expenses in court and legal fees.

6.9.3 the Corporation shall give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

6.9.4 The bidder shall also be liable to indemnify the Corporation, at its own cost and expenses, against all losses/ damages, which the Corporation may suffer on account of violation by the Bidder of any or all national/ international trade laws, norms, standards, procedures, etc.

6.10 Term of Assignment

The Consultant under this RFP shall be appointed for a period extending till roll out of the software as mentioned in scope mentioned in Chapter 2.

6.11 Cancellation of Contract and Compensation

6.11.1 the Corporation reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Corporation in the following circumstances:

- a) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- b) The bidder goes into liquidation voluntarily or otherwise.



- c) An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- d) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- e) If deductions on account of liquidated damages exceeds more than 10% of the total contract price.

6.11.2 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Corporation reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Corporation may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.

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

6.12 Performance Bank Guarantee

6.12.1 The successful bidder shall at his own expense deposit with The General Manager (IT), NEDFi, Guwahati within thirty (30) working days of the date of notice of award of the tender, a Performance Bank Guarantee from a Scheduled Commercial Bank, payable on demand in terms of Annex Form 'H', for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the bidder. In case of delayed submission of performance bank guarantee, penalty shall be levied at 0.5% of 10% of the contract value per week of delay.

6.12.2 Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance security shall be payable to the Corporation as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. the Corporation shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default. The Performance Bank Guarantee may be discharged upon the Corporation being satisfied that there has been due performance of the obligations of the bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract and shall be discharged and returned to the bidder on successful completion of contract period or successful performance of the contract, whichever is later.

6.12.3 The performance security shall be denominated in the currency of the Contract and shall be by way of bank guarantee or another form acceptable to the Corporation.

6.12.4 Failure of the successful bidder to comply with the above requirement, or failure of the bidder to enter into a contract within 10 days or within such extended period, as may be specified by the General Manager (IT), NEDFi, Guwahati shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender and forfeiture of the EMD.

6.12.5 In case, the bidder does not perform under the contract to the full satisfaction of the Corporation during the contract period, the Corporation shall reserve the right to reject the services rendered under the contract in its entirety or partially, as the case may be, and bidder shall be liable to refund the full or proportionate amount, if already paid for the said services etc. In this regard the decision of the Corporation shall be final. The guarantee shall be a continuing guarantee, valid till the expiry of the contract period.

6.12.6 Any deficiency or deficiencies observed by NEDFi during the contract period or before, in the performance or quality of the services rendered can separately or collectively be subject to deduction of sums as compensation from the Bank Guarantee deposited with NEDFi. This shall be in addition to other remedies available to it under the contract or otherwise if the selected bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.

6.12.7 The Project will be deemed to have completed on submission to and acceptance by NEDFi. No interest will be payable on the Bank Guarantee.

6.13 Execution of PA/NDA and Certificate of Originality

The Consultant shall execute (a) Principal Agreement (PA), which shall include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by NEDFi and (b) Non-Disclosure Agreement (NDA). The Consultant shall execute the PA and NDA within 10 days from the date of acceptance of Letter of Appointment. The date of agreement shall be treated as date of engagement and the completion of the assignment shall be worked out with reference to the date of engagement.

6.14 Period of Contract

6.14.1 the Corporation shall engage and appoint a consultant to provide services as detailed in the Scope of Work in Chapter 2 in consideration of remuneration payable by NEDFi to consultant in terms of Para 7.17.1.

6.14.2 The consultant shall complete the assignment within a period of 36 weeks from the date of acceptance of the appointment order or such extended period as may be mutually agreed upon.

6.15 Prices

6.15.1 The price charged by the bidder for the services performed under the Contract shall not vary from the contracted prices.

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

6.15.3 The price shall be inclusive of all applicable taxes (at actuals). the Corporation shall not pay any amount/ expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee". The expenses incurred by the Consultants for travel to the Regional Offices/ branches selected under the assignment in terms of para 2.2.1 or within Guwahati shall not be reimbursable by the Corporation.

6.15.4 The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to the Corporation.

6.15.5 By submitting the bid for consultancy, the bidder shall be deemed to have accepted all the terms and conditions mentioned in the RFP document. The rates quoted by the bidder/ Consultant

shall be adequate to complete the assignment according to the specification and conditions attached thereto. The bidder/ Consultant shall accordingly take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount with taxes, royalties, and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment. the Corporation shall not be liable for any tax related additional claim whatsoever in this respect during the period of contract or thereafter.

6.15.6 The TDS amount on prevailing rates and terms shall be deducted from the Consultant running account/ final bills. Necessary certificates shall be issued to the Consultant by the Corporation.

6.16 Resolution of Disputes

6.16.1 The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.

6.16.2 All disputes or differences whatsoever arising between the selected bidder and the Corporation out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the matter may be referred (after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute/ differences), to a single arbitrator, acceptable to both the parties, in accordance with the Arbitration and Conciliation Act, 1996, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of the contract, executed between the Corporation and the bidder.

6.16.3 If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided.

6.16.4 In case the bidder raises a dispute and the same is referred to arbitration, the Corporation shall send to the bidder a list of three names of persons who shall be presently unconnected with the Corporation or the bidder. The bidder shall, on receipt of the names as aforesaid, select any one person so named to be appointed as sole arbitrator and communicate his name to the Corporation, within 15 days of receipt of such names. The bidder shall, thereupon, without delay, appoint the said person as the sole arbitrator. In case the bidder fails to select any person as sole arbitrator within 15 days of receipt of the panel, the Corporation shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by the Corporation from the above list of persons.

6.16.5 The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as in force and as amended from time to time. Where the parties appoint an Arbitrator, as per the procedure mentioned hereinabove, the award of the Arbitrator shall be final and binding on the parties. It is hereby agreed that in all disputes referred to the Arbitrator, the Arbitrator 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 Arbitrator shall not have powers to order any interim measures whatsoever during the course of arbitration.

6.16.6 The fees, if any, of the Arbitrator shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator

shall be directed to be finally borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator as the case may be in the award.

6.18.7 All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Guwahati only and Courts in Guwahati only shall have Jurisdiction to determine the same. The language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

6.16.8 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 or be e-mail and confirmed in writing to the other party's specified address which has to be acknowledged by the receiver in writing.

6.16.9 The award shall be final and binding on both the parties and shall apply to the Contract.

6.16.10 In case, the decision of the sole arbitrator is not acceptable to either party, the disputes/ differences shall be referred to joint arbitrators, one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Guwahati, Assam, India and also the provisions of the Arbitration and Conciliation Act, 1996.

6.16.11 The work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by the Corporation unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Corporation, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

6.17 Delays in the Bidder's Performance

6.17.1 The bidder shall strictly adhere to the implementation schedule, as specified in this document and also specified in the contract, executed between the Parties for performance of the obligations, arising out of the contract and any delay in completion of the obligations by the bidder shall enable the Corporation to resort to any or both of the following:

- a) Claiming Liquidated Damages.
- b) Termination of the service agreement fully or partly and claim liquidated damages

6.19 Liquidated Damages

6.19.1 A liquidated damage is an estimate of the loss or damage that the Corporation may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the contract relating to delivery and acceptance, etc., in providing service as per the scope of work of this RFP by the bidder and the bidder shall be liable to pay the Corporation a fixed amount for each day of delay/ non-performance of the obligations by way of liquidated damages, details of which shall be specified in the Contract.

6.19.2 Without any prejudice to the Corporation's other rights under the law, the Corporation shall recover the liquidated damages, if any, accruing to the Corporation, as above, from any amount payable to the bidder either as per the contract, executed between the parties or under any other agreement/ contract. Company reserves the right to recover such amount from performance guarantee.

6.19.3 Liquidated Damages are not applicable for reasons attributable to the Corporation or Force Majeure. However, it is the responsibility/ onus of the bidder to prove that the delay is attributed to the Corporation or Force Majeure. The bidder shall submit the proof, duly authenticated, that the delay is attributed to the Corporation for Force Majeure.

6.20 Force Majeure

6.20.1 The Bidder or the Corporation shall not be responsible for delays, restrictions, interference or non performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilisations, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, blockade, acts of God, plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy, blockade or embargo, 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, or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations and on occurrence of such delays, restrictions, interference or non performance of any or all contractual obligations, notwithstanding anything here before contained, the party affected shall be excused from its performance 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.

6.20.2 In case a Force Majeure situation arises, the Bidder shall promptly notify the Corporation in writing of such conditions and any change thereof. Unless otherwise directed by the Corporation in writing, the Bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

6.21 Payment Terms

6.21.1 Payment shall be made after acceptance/ deemed acceptance of milestones indicated in para 2.3.1 & 2.3.2. The deliverables shall be deemed to be fully and finally accepted by the Corporation in the event such that the Corporation has not submitted its response by way of acceptance or rejection in writing to the consultant within 30 days from the date of submission of the deliverable or when the Corporation has commenced usage of the deliverable in its business, whichever is earlier. In case of rejection of any deliverable by the Corporation, the consultant shall have a maximum time period of 15 days for correction. The payment shall be in Indian Rupees by the Corporation.

6.21.2 The bidder must accept the payment terms proposed by NEDFi. Any deviation from the proposed payment terms shall not be accepted. NEDFi shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of NEDFi. Once a contract price is arrived at, the same must not be subject to escalation during the performance of the contract.

6.21.3 the Corporation shall release payment of the agreed Professional Fees to the Consultant, for which contract will be executed, in stages, on completion of the various major activities, after deduction of applicable taxes at source. No advance payments shall be made. Further, it may be noted that the criteria indicated below is only for the purpose of effecting professional fees

payment. The Consultant shall cover the entire scope and deliver all the “Deliverables” as mentioned under Chapter 2 of this RFP document.

6.21.4 NEDFi shall release the payment within 15 working days from the date of receipt of invoice. In case of dispute/s, payment shall be made within 10 working days of resolution of the dispute/s. No penal interest shall be payable for delayed payment.

6.21.5 The release of payments and retention money will be further subject to conditions mentioned below :

- a) Satisfactory completion of the activities as per the contract
- b) Deliverables agreed to are delivered in time and as per the specifications
- c) The change in Project Manager during the entire period of execution of the contract, shall only be undertaken with the prior written consent from the Corporation in writing.
- d) The bidder shall make outlay of resource proposed to be deployed in the bid
- e) document for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

6.21.6 Payment shall be made after acceptance/ deemed acceptance of milestones completed as per the tentative plan given below. The payment terms can be amended based on the mutual consent of the successful bidder and the Corporation. Such a change shall be at the discretion of the Corporation.

- | | |
|--|----------------------------|
| a) Acceptance of assignment and signing of the agreement | – 10% of agreed price |
| b) Submission of Comprehensive report | – 30% of the agreed price |
| c) Submission of all FRS & RFP | – 30% of the agreed price |
| d) Completion of selection process & award of contract | – 30 % of the agreed price |

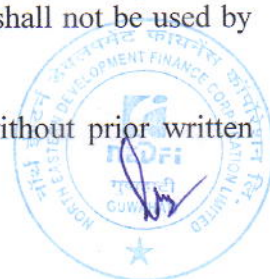
6.22 Taxes and Duties

The bidder shall be entirely responsible for obligations vis-à-vis fiscal authorities relating to all taxes, stamp duties, license fees, and other such levies, as applicable to it, imposed within and outside India.

6.23 Confidentiality

6.23.1 All materials generated during the project cycle by the Corporation along with or by the Consultant for the Corporation, including but not limited to, gap analysis, studies, ideas, reports, surveys, projections, certifications, memoranda, customer lists and financial reports, etc., shall be the property of the Corporation and shall be treated as “Confidential” by the Consultant to be appointed under this RFP (except such information and materials as may be established to be in the public domain). The same shall not be disclosed or parted with by the consultant to third parties without the Corporation’s prior written approval even after the expiry of the contract or completion of the project. In other words, these are to be treated permanently as “Confidential”. The work/ study carried out by the consultant shall be the sole property of the Corporation. Information collected or provided to the consultant shall be confidential and shall not be used by him for any other purpose.

6.23.2 At no point shall the consultant use the name of the Corporation without prior written permission to advertise itself.



6.23.3 The Consultant shall take appropriate action with respect to their employees to ensure that the obligations of non-use and non-disclosure of confidential information as hereinbefore mentioned are fully satisfied.

6.24 Compliance in obtaining approvals/ permissions/ licences:

The bidder shall promptly and timely obtain all such consents, permissions, approvals, licences, 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 Regulations/ Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Corporation and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NEDFi will give notice of any such claim or demand of liability within reasonable time to the bidder.

6.25 Termination

NEDFi reserves the right to terminate the contract at any point of time during the project timeline without showing any reasons thereof, by giving a written notice of 30 days to the bidder. In such case payment would be made commensurate with the level of completed work. If the bidder becomes bankrupt or otherwise insolvent, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Corporation. Further, the Corporation reserves the right to cancel the contract in the event of happening of any one or more of the following Conditions:

- a) Failure of the successful bidder to accept the contract;
- b) Delay / deficiency in the services offered;
- c) Delay in completing of the assignment
- d) Breach in contractual obligations

In addition to the cancellation of the contract, the Corporation reserves the right to appropriate the damages through encashment of Bid Security /Performance Bank Guarantee given by the bidder.

6.26 Work Space/ staff members required to carry out the assignment

6.26.1 The key persons identified by the Consultant for the project shall carry out their activities from the Corporation's Head Office, Guwahati, or any other suitable location per the mutual agreement between the Corporation and the Consultant. The Consultant shall furnish the workspace required by them, if any, a minimum of two weeks in advance.

6.27 Project Team Members

The team members identified by the Consultant for the project shall possess appropriate qualification and adequate experience and expertise to ensure smooth implementation.

6.28 Substitution of Project Team Members

During the assignment, the substitution of key staff such as Project Manager, Team Leader etc., identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligations under the contract. In such circumstances, the consultant shall do so only with the concurrence of the Corporation by providing other staff of same level of qualifications and expertise. If the

Corporation is not satisfied with the substitution, the Corporation reserves the right to terminate the contract and recover whatever payments made by the Corporation to the consultant during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. Further, the Corporation reserves the right to insist upon the consultant to replace any team member with another (with the qualifications and expertise as required by the Corporation) during the course of assignment.

6.29 Single Point of Contact

The selected bidder shall have a local office in India and preferably one office at Guwahati. The selected bidder shall provide details of a single point of contact, viz., name, designation, address, e-mail address, telephone/mobile no., etc. The Escalation Matrix shall also be provided indicating full details of point of contacts at different levels of escalation.

6.30 Intellectual Property Rights and Design Ownership

6.30.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of services in any part thereof in India, the bidder shall act expeditiously to extinguish such claim. If the Consultant fails to comply and the Corporation is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. the Corporation reserves the right to issue notice to the bidder of such claim, if it is made, without delay.

6.30.2 All the drafts, notes, documents, discussion papers, presentations, etc., prepared by the Consultants and submitted to the Corporation in connection with the Project, all the notes and other documents prepared in the course of execution/ process of development of the Project submitted/ not submitted to the Bank shall be and remain the property of the Corporation and all intellectual property rights pertaining thereto and other rights thereto shall vest in the Corporation. All the designs, documents, etc., that remain in the custody of the Consultant during the progress of the project shall be delivered by the Consultants to the Corporation on completion of the project. The Consultant shall not use or allow anyone to use such designs, documents, software, etc., without the prior written permission of the Corporation and any such act without the written permission of the Corporation shall constitute violation of Intellectual Property Rights.

6.30.3 the Corporation shall not share the document/ materials, etc., with any external party except as required by the regulator or under any law of the land or for the purpose of audit.

6.31 Professionalism

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

6.32 Vicarious Liability

6.32.1 The consultant shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the consultant and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, sub-contractors etc., by the consultant, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the consultant shall be paid by the consultant alone and the Corporation shall not have any direct or indirect liability or obligation, to pay any

charges, claims or wages of any of the consultant's employees, agents, contractors, sub-contractors etc. The consultant shall agree to hold the Corporation, its successors, assignees and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may be caused to the Corporation through the action of consultant's employees, agents, contractors, subcontractors etc.

6.32.2 The consultant or any of its holding/ subsidiary/ joint-venture/ affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Corporation or any of its employees/ officers/ staff/ representatives/ personnel/ agents.

6.33 Non Payment of Professional Fees

In case any of the items/ activities as mentioned in the price bid and as mentioned in chapter 2 are not taken up by the Corporation during the course of this assignment, the Corporation shall not be liable to pay the professional fees quoted by the consultant in the Price Bid against such activity.

6.34 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the consultant, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Corporation.

6.35 Joint Bidding and Sub Contracting

The consultant shall not jointly bid or subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the consultant under the contract without the prior written consent of the Corporation.

6.36 Non-Solicitation

The consultant, during the term of the contract and for a period of one year thereafter shall not, without the express written consent of the Corporation, directly or indirectly : a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Corporation in rendering services under the contract; or b) induce any person who is an employee or associate of the Corporation at any time to terminate his/ her relationship with the Corporation.

6.37 Domestic Presence of the Consultant

The Consultant shall have presence in India during the entire period of contract and preferably an office at Guwahati.

6.38 Extension of contract

NEDFi at its discretion and with mutual agreement with the consultant may extend the term of contract even after completion of the implementation of the assignment for such period, terms and conditions as mutually agreed. For the purpose of computing the monetary values for such extended contract, the man month rate as revealed in this bid shall be used as base with adequate mark up on CPI index (urban) (base for the index would be the month and year in which the implementation is completed).

ANNEXURES



ANNEXURE A

**DECLARATION IN RESPECT OF FULFILMENT OF
MINIMUM ELIGIBILITY CRITERIA**

(to be given by all the Bidders participating in the RFP on their official letterheads)

To,

The General Manager(IT),
NEDFi, NEDFi House
G.S. Road, Dispur
Guwahati
ASSAM-781006

Subject: Basic information about the Bidder and declaration regarding Minimum Eligibility criteria

Ref: RFP No: NEDFi/RFP/IT/001/2021-22 Dated 26/10/2021

Dear Sir,

We, the undersigned, offer to provide services for the above-mentioned assignment, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes General information and status of compliance of Minimum Eligibility Criteria the details of which is given below:

Part A – General Information

Sr.No.	Particulars	Details
1	Registered Name of the bidder	
2	Registration No.	
3	Registering Authority	
4	Registered Address	
5	Name of the CEO / Managing Director	
6	Address for correspondence (Including email)	
7	Name of the Contact person and Designation	
8	Contact details (including email id and mobile number)	
9	Organisation Chart	Please attach a copy



Part B – Compliance to Eligibility Criteria

Sr.No.	Minimum Eligibility Criteria	Fulfilled Completely (Yes/No)	List of Documentary Evidence Enclosed along with page no	Remarks
1	The bidder should be a legally registered entity. It could be partnership firm, limited Company / Limited liability company, under Indian Laws or/and an autonomous institution approved by the GoI			
2	Should have operations in India for atleast 5 years as on date of RFP. In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original institution can be taken into account. If the bidding entity was part of the parent company, the parent company may be reckoned. A disclaimer would be required to this effect.			
3	Bidder should have an experience of at least 1 (one) assignment in each of the following work: a) digital transformation of lending operation b) selection of Software vendor of reputed Banks/NBFCs in India.			
4	Should have a minimum average annual turnover of ₹ 5.00 crore during any three of the four immediately preceding the current financial year in respect of its offices located in India.	Fin. year	Turnover (₹)	
5	Should have reported net profit for atleast 3 of the 4 financial years immediately preceding the current financial year	Fin. year	Net profit(₹)	
6	The bidder must warrant that it is a going concern, financial solvent i.e. able to meet its debts when they fall due			
7	The bidder should not have been debarred / blacklisted/disqualified by any statutory body/Government/Regulatory body(ies)			



8	The bidder must warrant that there is no legal cases against it in any jurisdiction. In case there are pending cases, the details of such cases must be provided with the bid			
9	The consultancy firm or its subsidiaries engaged in providing software solution may bid for this RFP, subject to the condition that any of their software will not be considered under this project by NEDFi for purchase during the assignment, if the bidder is engaged by NEDFi for consultancy			
10	Submission pre-bid integrity pact			
11	Earnest Money Deposit enclosed			
12	Application money enclosed			

2. In case the Corporation needs additional information/ clarification, we shall furnish the same within the time frame as specified by the Corporation.

3. In case, the Corporation finds any deviation, information furnished is incorrect or misrepresented, the Corporation may take decision as deemed fit, without giving any explanation.

4. We understand that NEDFi is not bound to accept any proposal you receive.

Yours faithfully

(Signature and seal)

Name:

Designation:

Place:

Date:



ANNEXURE B**TECHNICAL BID**

(to be given by all the Bidders participating in the RFP on their official letterheads)

To,

The General Manager(IT),
NEDFi, NEDFi House
G.S. Road, Dispur
Guwahati
ASSAM-781006

Ref: RFP No: NEDFi/RFP/IT/001/2021-22 Dated 26/10/2021

Sir,

We, the undersigned, offer to provide services for the above-mentioned assignment, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our technical bid

Sr.No.	Particulars	Details
1	Registered Name of the bidder	
2	Brief summary about the achievements / accomplishments of the bidder	
3	Details of experience	Projects undertaken (Name of the client, Project name, project description, type of project, Scope, Status of completion) along with details of contact person(s) for reference regarding the project.
	Human Resource profile of the Bidder	Professional Qualifications accomplishments, previous experience in respect of key staff may be indicated.
4	Human Resource profile of the proposed project team	accomplishments, previous experience in respect of key staff may be indicated. Annexure E
5	Brief summary about the understanding about the project	
6	Plan of activities proposed along with time lines	Details along with information in Annexure D

(Signature and seal)

Name:

Designation:

Place:

Date:

Encl.: Annexures C,D,E,I,J,K and DD/PO/BC for application money and EMD



ANNEXURE C
TECHNICAL BID - COMPLIANCE CERTIFICATE

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref.No.

Date:

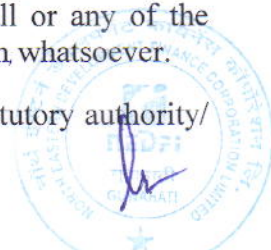
To,

The General Manager(IT),
NEDFi, NEDFi House
G.S. Road, Dispur
Guwahati
ASSAM-781006

Ref: RFP No: NEDFi/RFP/IT/001/2021-22 Dated 26/10/2021

Dear Sir,

1. Having examined the RFP Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer consultancy services to understand the existing lending operations & policies, to suggest business process re-engineering in line with industry best practice and identify suitable Software solutions (LLMS) for NEDFi and to meet such requirements and provide such services as are set out in the Tender Document.
2. We attach hereto the response to the RFP as required by the RFP document, which constitutes our bid.
3. We undertake, if our Tender is accepted, to adhere to the implementation plan and timelines put forward in our Tender Response or such adjusted plan as may subsequently be mutually agreed between us and NEDFi or its appointed representatives.
4. If our Response is accepted, we will obtain a performance bank guarantee in the format given in the Document issued by a Scheduled Commercial Bank in India for a sum equivalent to 10% of the contract sum for the due performance of the contract. In case of delay in providing performance bank guarantee, we understand that penalty shall be leviable at 0.50% of performance guarantee for each week of such delay. Further, we understand that if the Performance guarantee is not submitted within the stipulated time, NEDFi reserves the right to cancel the order/ contract and the Bid Security/Earnest Money Deposit (EMD) taken from the Bidder, will be forfeited.
5. We agree to abide by this response for a period of one hundred eighty days from the date fixed for opening of responses and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.
6. We agree that you are not bound to accept the lowest or any bid/tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods/ products specified in the tender/bid Response without assigning any reason whatsoever.
7. We declare that we have not been blacklisted/ debarred by any regulatory/ statutory authority/ PSU/ Government Client/ Company/ FIs.



8. We declare that, as on date, no legal action has been initiated against us for any cause in any legal jurisdiction or that, as on date legal action has been initiated against us in respect of(as per details enclosed), however, the same does not affect our ability to deliver the RFP requirements.

9. We hereby confirm that we are entitled to act on behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as such other documents which may be required in this connection.

10. We hereby confirm that we have obtained all necessary statutory and obligatory permissions, if any required, to carry out such project works in India.

11. We hereby confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original bid documents issued by NEDFi, conform to and are identical with the hard- copies of aforesaid proposal submitted by us, in all respects.

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

13. We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

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

Dated this Day of.....2021

.....

(Signature)

(in the capacity of)

Duly authorised to sign the RFP Response for and on behalf of :

.....

(Name and address of Bidding Company)

(Seal/Stamp)

Note : A letter of authorisation as per Annexure K shall be enclosed



ANNEXURE D
TECHNICAL BID - ESTIMATED EFFORT AND TIME
 (to be given by all the Bidders participating in the RFP on their official letterheads)

Ref.No.

Date:

To,

The General Manager(IT),
 NEDFi, NEDFi House
 G.S. Road, Dispur
 Guwahati
 ASSAM-781006

Ref: RFP No: NEDFi/RFP/IT/001/2021-22 Dated 26/10/2021

Dear Sir,

With reference to RFP referred above, the estimated effort and time details are as under :

Sr.No.	Activity	Estimated time	Effort in Man days	No. of team members	Remarks

(Signature and seal)

Name: Designation:

Place:

Date:



ANNEXURE E
TECHNICAL BID - PROPOSED TEAM PROFILE
 (to be given by all the Bidders participating in the RFP on their official letterheads)

Ref.No.

Date:

To,

The General Manager(IT),
 NEDFi, NEDFi House
 G.S. Road, Dispur
 Guwahati
 ASSAM-781006

Ref: RFP No: NEDFi/RFP/IT/001/2021-22 Dated 26/10/2021

Dear Sir,

With reference to RFP referred above, the details of team members for the 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:

- Experience in institutions like banks, NBFCs may be highlighted specifically mentioned in the period of experience.
- Details of areas of expertise in relation to projects in banks, FIs and NBFCs may be specifically highlighted.
- 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 wilful misstatement described herein may lead to the disqualification the assignment if engaged.

Signature and seal)

Name:

Designation: Place:

Date:



ANNEXURE F**COMMERCIAL BID**

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref.No.

Date:

To,

The General Manager(IT),
NEDFi, NEDFi House
G.S. Road, Dispur
Guwahati
ASSAM-781006

Ref: RFP No: NEDFi/RFP/IT/001/2021-22 Dated 26/10/2021**Dear Sir**

Sl. No.	Activities	Total quoted fee in Rs.
1.	Milestone Sl.No.1-8 in page no.13	
	Sub total (A)	
	Applicable Taxes, if any (B)	
	Total Fee (A+B)	

Notes:

- Detailed break up of mandays (activity wise) and cost to be attached separately along with the commercial bid.
- The above quoted fee is the lump sum (fixed price) amount and any addition in any form will not be payable by the Corporation for whatsoever reason.
- The fee includes all taxes, duties, levies etc. Service Tax is included.
- The fee also includes the cost of deliverables of Consultancy service.
- the Corporation will deduct the tax at source, if any, as per the law of the land.

2. We hereby confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original bid documents issued by NEDFi, conform to and are identical with the hard- copies of aforesaid proposal submitted by us, in all respects.

3. Further, we confirm that we have read and understood all the terms and conditions indicated in the Request for Proposal and assure that we will abide by the same.

(Signature and seal)

Name:

Place:

Designation:

Date



ANNEXURE G

COMPLIANCE CERTIFICATE - COMMERCIAL BID

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref.No.

Date:

To,

The General Manager(IT),
NEDFi, NEDFi House
G.S. Road, Dispur
Guwahati
ASSAM-781006

Ref: RFP No: NEDFi/RFP/IT/001/2021-22 Dated 26/10/2021

Dear Sir,

1. Having examined the Request for Proposal (RFP) Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer consultancy services for the purpose indicated in the RFP and provide such services as are set out in the RFP Document for a total bid price of ₹. (Rupees _____) as per enclosed annexure.

2. We attach hereto the RFP Commercial Response, which constitutes our bid.

3. We undertake, that if our RFP response is accepted, to adhere to the implementation plan put forward in our response or such adjusted plan as may subsequently be mutually agreed between us and NEDFi or its appointed representatives.

4. If our RFP response is accepted, we will obtain a performance bank guarantee in the format given in the RFP Document, issued by a Scheduled Commercial Bank in India, for a sum equivalent to 10% of the contract sum for the due performance of the contract.

5. We agree to abide by this RFP response for a period of one hundred eight days (180) from the date fixed for opening of the response to RFP and it shall remain binding upon us, until within this period a formal contract is prepared and executed.

6. This RFP response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

7. We agree that you are not bound to accept the lowest or any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods/products specified in the RFP response without assigning any reason whatsoever.

8. It is hereby confirmed that I/ We are entitled to act on behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as such other documents which may be required in this connection.

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

Dated thisDay of.....2021

(Signature)

(in the capacity of)

Duly authorised to sign the Tender Response for and on behalf of :

.....

(Name and address of Bidding Company)

(Seal/Stamp)

Attachment: Anneuxre K



ANNEXURE H

PROFORMA PERFORMANCE BANK
GUARANTEE

To,

The General Manager(IT),
NEDFi, NEDFi House
G.S. Road, Dispur
Guwahati
ASSAM-781006

Dear Sir,

PERFORMANCE BANK GUARANTEE - Consultancy Services

WHEREAS

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

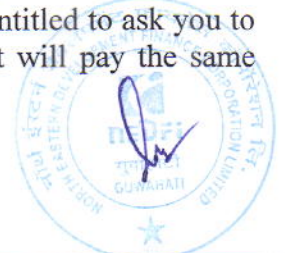
We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an ₹. _____ (Rupees _____), being 10% of the Contract Price of ₹. _____ (Rupees _____), as per the said Agreement, as security against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

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

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

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

II. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.



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

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

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

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

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

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

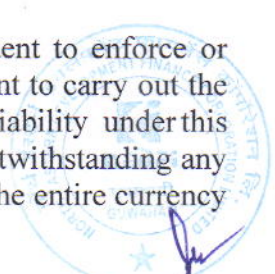
IX. In case it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (NEDFi).

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

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

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

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



Notwithstanding anything contained herein:

I. Our liability under this Performance Bank Guarantee shall not exceed ₹. _____ (Rupees _____);

II. This Performance Bank Guarantee shall be valid only up to completion of end to end consultancy; and

III. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before completion of the warranty period for end to end consultancy. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Datedthis..... day..... 2021

Yours faithfully,

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

Designation

(Address of the Bank)

Note :

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

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



ANNEXURE – I

FORMAT OF CONFIDENTIALITY UNDERTAKING

(to be given by all the Bidders participating in the RFP on their official letterheads)

Strictly Private and Confidential

Ref. No.....

Date :

To,

The General Manager(IT),
NEDFi, NEDFi House
G.S. Road, Dispur
Guwahati
ASSAM-781006

Dear Sir

Undertaking of Confidentiality

1. We acknowledge that during the course of bidding for Request For Proposal (RFP) floated for appointment of Consultant to understand the existing lending operations & policies, to suggest business process re-engineering in line with industry best practice and identify suitable Software solutions (LLMS) for NEDFi, we shall have access to and be entrusted with confidential information. For the purposes of this document, the phrase “Confidential Information” shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, constituting intellectual property or otherwise), whether oral or written, relating to NEDFi and its business that is provided to us pursuant to this Undertaking.

2. In consideration of NEDFi providing opportunity to us to bid, and for this purpose making confidential information available to us, we agree to the terms set out below:

- a) We shall treat all confidential information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality
- b) We shall use the confidential information solely for the preparation of our response to the RFP and not for any other purpose.
- c) We shall not disclose any confidential information to any other person or firm, other than as permitted by item 5 below.
- d) We shall not disclose or divulge any of the confidential information to any other client of [name of Consultant]



3. This Undertaking shall not prohibit disclosure of confidential information to our partners / directors and employees who need to know such confidential information to assist with the bidding for RFP floated for Appointment of Consultant with your prior written consent. Such consent not to be unreasonably withheld

- a) to the extent that such disclosure is required by law;
- b) to the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
- c) to our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

4. Upon your request, we shall arrange delivery to you of all confidential information, and copies thereof, that it is in documentary or other tangible form, except:

- a) For the purpose of a disclosure permitted as per clause 3 above
- b) To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.

5. This Undertaking shall not apply to confidential information that:

- a) Is in the public domain at the time it is acquired by us;
- b) Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
- c) Is already in our possession prior to its disclosure to us; and
- d) Is independently developed by us.

6. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

7. We acknowledge that the confidential information will not form the basis of any contract between you and us.

8. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.

9. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Undertaking shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

10. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

We have read this Undertaking fully and confirm our agreement with its terms.

Yours Sincerely

Seal & Signature of the bidder

Name:

Position:

Date:



ANNEXURE –J

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, NEDFi, represented by Shri _____ (hereinafter called the “NEDFi”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “Service Provider” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS NEDFi proposes to procure the services of consultancy and the Service Provider is willing to offer/has offered the same and

WHEREAS the Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and NEDFi is a body corporate established under Companies Act, 2013 having its Head Office at NEDFi House, G.S. Road, Dispur, Guwahati, Assam-781006.

NOW, THEREFORE,

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

Enabling NEDFi to obtain the desired consultancy services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

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

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

1. Commitments of NEDFi

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

1.2 NEDFi shall, during the pre-contract stage, treat all service providers alike, and shall provide to all service providers the same information and will not provide any such information

to any particular service providers which could afford an advantage to that particular service providers in comparison to other service providers.

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

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

2. Commitments of service providers

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

2.1.1 The service provider will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NEDFi, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

2.1.3 Service providers shall disclose the name and address of agents and representatives and Indian service providers shall disclose their foreign principles or associates if any.

2.1.4 Service providers shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.1.5 The service provider further confirms and declares to NEDFi that the service provider is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NEDFi or any of its functionaries, whether officially or unofficially to the award of the contract to service providers, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.1.6 The service provider, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NEDFi or their family members, agents, brokers or any other



intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.1.7 The service provider will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.1.8 The service provider will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

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

2.1.11 The service provider shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.1.12 If the service provider or any employee of the service provider or any person acting on behalf of the service provider either directly or indirectly is a relative of any of the officers of NEDFi, or alternatively if any relative of an officer of NEDFi has financial interest/stake in the service provider's firm, the same shall be disclosed by the service provider at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

2.1.13 The service provider shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NEDFi.

3. Previous Transgression

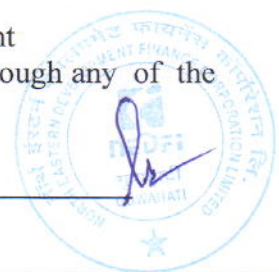
3.1 The service provider declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any institutions / Public Sector Enterprises in India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

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

4. Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the service provider shall deposit an amount _____(to be specified in RFP) as Earnest Money, with NEDFi through any of the following instruments.

- a) Banker Cheque/Demand Draft or a Pay Order in favour of _____



b) Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Performance Guarantee shall be valid upto a period of two years or the complete conclusion of the contractual obligations to the complete satisfaction of both the service provider and NEDFi.

4.3 No interest shall be payable by NEDFi to the service provider on Earnest Money for the period of its currency.

5. Sanctions for Violations

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

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Consultant. However, the proceedings with the other Consultant(s) would continue.
- ii. To forfeit The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) either fully or partially as decided by NEDFi and NEDFi shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the Consultant.
- iv. To recover all sums already paid by NEDFi, and with interest thereon at 2% higher than the prevailing MCLR of State Bank of India. If any outstanding payment is due to the Consultant from NEDFi in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Consultant, in order to recover the payments, already made by NEDFi, along with interest.
- vi. To cancel all or any other contracts with the Consultant. The Consultant shall be liable to pay compensation for any loss or damage to NEDFi resulting from such cancellation/rescission and NEDFi shall be entitled to deduct the amount so payable from the money(s) due to the Consultant.
- vii. To debar the Consultant from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of NEDFi.
- viii. To recover all sums paid in violation of this Pact by Consultant(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NEDFi with the Consultant, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by NEDFi to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

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

5.3 The decision of NEDFi to the effect that a breach of the provisions of the Pact has been committed by the Consultant shall be final and conclusive on the Consultant.



6. Fall Clause

6.1 The Consultant undertakes that it has not provided/nor providing similar services or sub services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU/institution and it is found at any stage that similar services or sub services was provided by the Consultant to any other Ministry/Department of the Government of India or a PSU/institution at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Consultant to NEDFi, if the contract has already been concluded.

7. Facilitation of Investigation

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

8. Law and Place of Jurisdiction

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

9. Other Legal Actions

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

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the Consultant/Seller, including warranty period, whichever is later in case Consultant is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

11. The parties hereby sign this Integrity Pact at _____ on _____

NEDFi

Name of the Officer

Designation

NEDFi

Witness

Consultant

Chief Executive Officer

Witness



1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended /deleted in line with the policy of NEDFi in regard to involvement of Indian agents of foreign suppliers.



ANNEXURE – K

LETTER OF AUTHORIZATION FOR SUBMISSION OF RESPONSE

(to be given by all the Bidders participating in the RFP on their official letterheads)

To

The General Manager (IT)
NEDFi, NEDFi House
G.S. Road, Dispur
Guwahati
Assam-781006

Ref: RFP No: NEDFi/RFP/IT/001/2021-22 Dated 26/10/2021

Dear Sir

1. This has reference to your above RFP for appointment of consultant. Mr./ Ms. is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by the Corporation as called for vide the Corporation's RFP as referred to above, on behalf of our organization.
2. He/ She is also authorized to take decisions on behalf of the Corporation till the RFP process is completed. Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.
3. We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Organization against this RFP.

The specimen signature is attested below :

Specimen signature of the representative :

Signature of the Authorizing Authority :

Name of the Authorizing Authority :

(certified photocopy of POA of authorized signatory/ authority is to be submitted).

Note:

This letter of authority should be on the letterhead of the principal 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 Organization in its proposal



END OF DOCUMENT

