



## **INFORMATION TECHNOLOGY DEPARTMENT**

**HEAD OFFICE: NEDFi House, G.S. Road, Dispur,**

**Guwahati-78 1006**

**Assam, India**

## **REQUEST FOR PROPOSAL (RFP) FOR**

**Selection of LLMS & General Accounting Solution Provider on SaaS  
Model**

REF NO. : **NEDFi/RFP/IT/01/2022-23**

RELEASE DATE: **21/06/2022**

PARTICULARS	DEADLINE
Last Date of Submission of RFP related query	30/06/2022 up to 17:00 hours
Pre bid Meeting	05/07/2022 15:00 hours
Last date of submission of the Technical and Commercial bid	19/07/2022 up to 15:00 hours
Date of opening of the technical bid	19/07/2022 15:30 hours
NEDFi email id for RFP related communication	<a href="mailto:it@nedfi.com">it@nedfi.com</a>
Address for Communication	<b>The General Manager (IT) North Eastern Development Finance Corporation Ltd. NEDFi House, G.S. Road, Dispur Guwahati, Assam-781006</b>
Contact Numbers	+91-361-222 2200
Website	<a href="https://www.nedfi.com/">https://www.nedfi.com/</a>

## Disclaimer

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

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## 1. Introduction

**The North Eastern Development Finance Corporation Ltd (NEDFi)** is a Public Limited Company registered under the Companies Act 1956 on 9<sup>th</sup> August 1995 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.

NEDFi wishes to revamp their existing LMS application and wants to implement digital transformation of lending operations to become a customer centric model NBFC with exponential business growth. Presently, NEDFi has 20 Branches and 14 Representative Offices and 2 Business Correspondent (BC)s across North East India. Customer base is approx. 3500. An in-house developed Loan Management and Finance & Accounting Management system software is being used for lending operation. This is a centralized application hosted at NEDFi Head Office. The Branches connect the application through SSL VPN (client software are installed at their respective devices). NEDFi is having DR site at Noida (Web Works India Pvt. Ltd.) and AWS.

## 2. Background

NEDFi 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. NEDFi wishes to revamp their existing LMS application and wants to implement digital transformation of lending operations to become a customer centric model NBFC with exponential business growth. Presently, NEDFi has 20 Branches and 14 Representative Offices and 2 Business Correspondent(BC)s across North East India. Customer base is approx. 3500. An in-house developed Loan Management and Finance & Accounting Management system software is being used for lending operation. This is a centralized application hosted at NEDFi Head Office. The Branches connect the application through SSL VPN (client software are installed at their respective devices). NEDFi is having DR site at Noida (Web Works India Pvt. Ltd.) and AWS.

NEDFi wishes 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 along with General Accounting software in managed cloud-based Software as a Service model (SaaS model). The detailed scope is defined in Section 8 of this document. Eligible bidders are invited to submit their proposals as per details given in this Request for Proposal (RFP) document.

## 3. Request for Proposal (RFP)

This RFP seeks to select a system integrator who has the capability and exposure in the field of implementing and managing a modern, up-to-date and industry standard Lending Life Cycle Management System (LLMS) for NEDFi on Software as a Service (SaaS) Model.

NEDFi is inviting proposals from prospective bidders through the process of Open Tendering to participate in the competitive bidding process for Selection of System Integrator for Implementation of LLMS Solution



including multiple interfaces in Software as a Service (SaaS) Model.

The RFP document may be downloaded from the Corporation's website [www.nedfi.com](http://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.

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 Section 10**.

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.

Bid related details are as mentioned below:

PARTICULARS	DETAILS
RFP Reference Number	RFP No.: NEDFi/RFP/IT/01/2022 Date: 21/06/2022
Fee for RFP document (non-refundable) by Demand Draft/ Banker Cheque/NEFT only	<b>INR 5,000/- + INR 900/- (GST) = INR 5,900/-</b> (Rupees Five Thousand Nine Hundred Only)
Earnest Money Deposit by Demand Draft/ Banker Cheque/RTGS	<b>INR 5,00,000/-</b> (Rupees Five Lacs Only)
Bank Details for NEFT/RTGS	Account Name: North Eastern Development Finance Corporation Ltd (NEDFi) Bank & Branch: IDBI Bank Ltd. G.S. Road Branch Bank Account No: 136103000000019 IFSC Code: IBKL0000136
Last date of submitting pre bid queries	<b>30/06/2022, up to 17:00 hours</b> Email ID- <a href="mailto:it@nedfi.com">it@nedfi.com</a>
Date, Time, and Venue for Pre-bid Meeting	<b>05/07/2022, 15:00 hours</b> NEDFi House, G.S. Road, Dispur, Guwahati, Assam-781006
Last Date, Time, and Place for receipts of Bids	<b>19/07/2022, up to 15:00 hours</b> NEDFi House, G.S. Road, Dispur, Guwahati, Assam-781006
Date and Time of Eligibility cum Technical Bid opening	<b>19/07/2022, 15:30 hours</b> At the place of submission of Bids
Date and Time of Commercial Bid opening	Will be advised to the technically qualified bidders.
Address for Communication	<b>The General Manager (IT),</b> North Eastern Development Finance Corporation Ltd NEDFi House, G.S. Road, Dispur Guwahati, Assam-781006

Contact Numbers	+91-361-222 2200
Email ID	<a href="mailto:it@nedfi.com">it@nedfi.com</a>
Website	<a href="https://www.nedfi.com/">https://www.nedfi.com/</a>

The above dates are likely to remain unchanged. However, Bidders should check website <https://www.nedfi.com> for any changes/addendums to the above dates and/or any other changes to this RFP. Bidders to confirm with NEDFi the time & venue one day prior to any of the above scheduled event.

The bidder is required to submit the Tender Fees worth INR 5,900/- (Rupees Five Thousand Nine Hundred Only) vide Demand Draft/ Banker Cheque/NEFT on or before the Pre bid Meeting as mentioned above. Only those bidders who have submitted the tender fees will be allowed to participate in the pre bid meeting and allowed to raise the queries.

Eligibility cum Technical bid will be opened, in the presence of the vendor's representatives who choose to attend the opening of technical bid. No separate communication shall be sent in this regard. If vendor representatives could not attend the bid opening, the decision of tender committee in presence of other vendors' representative will be final and binding to the bidder.

All bids must be submitted at the same time giving full particulars in separate sealed envelopes at NEDFi's address within the time specified as above.

Each bid must be accompanied by a bid security as specified in the RFP and must be delivered during office hours at the above address on or before specified date and time indicated above.

No further discussion/interface will be granted to bidders whose bids have been technically disqualified.

Non-attendance at the Bid opening will not be a cause for disqualification of a bidder.

NEDFi reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

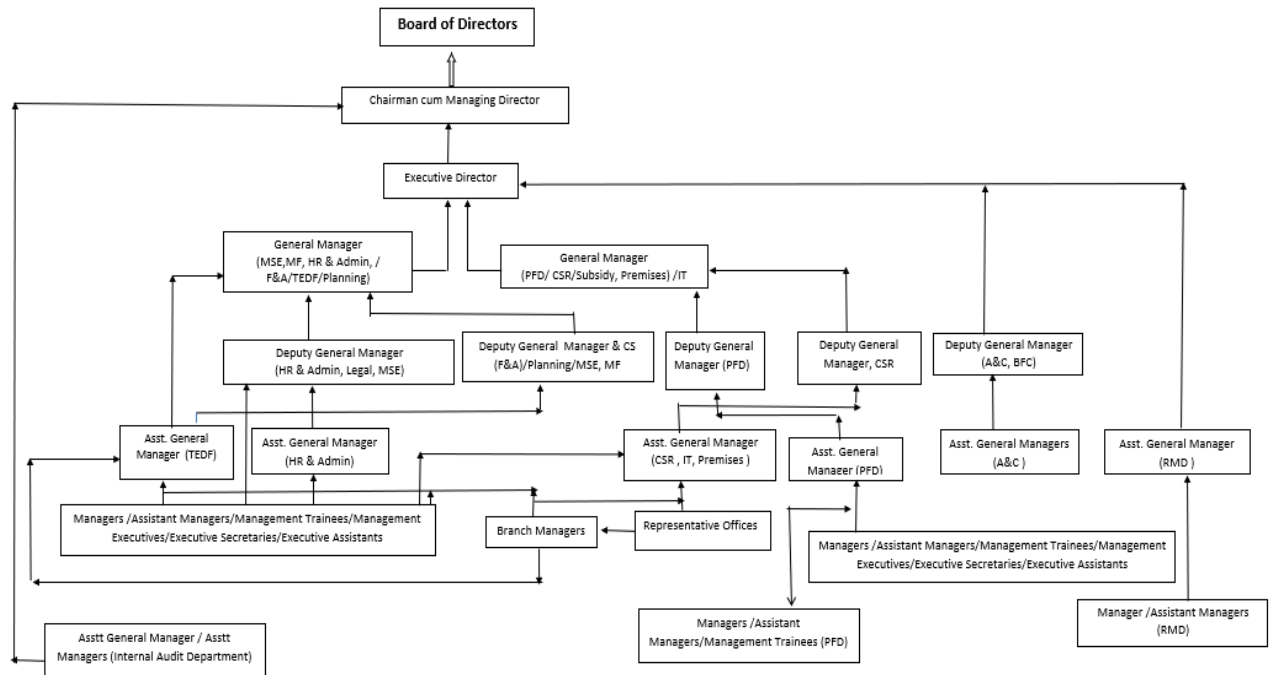
## 4. Additional Information

### 4.1 Organization Details

Organization Name	North Eastern Development Finance Corporation Ltd (NEDFi)
Number of Customers	Approx. 3500
Number of Loan Account	Approx. 4000
Application Details	<p>Presently, an in-house developed Loan Management and Finance &amp; Accounting Management system software is being used for lending operation along with General Accounting, Document Tracking, Legal operation etc.</p> <p>This is a centralized application hosted at NEDFi Head Office. The Branches connect the application through SSL VPN (client software are installed at their respective devices).</p>
Any digital platform available	No
DC and DR Details	<p>DC is in on premise.</p> <p>DR site is in Co-location</p>
Connectivity between DC and DR	DC and DR are connected through IP Sec VPN-Tunnel with bandwidth of 100 Mbps with monthly 5 TB data-limit.
Total Number of Branches	<p>Presently, NEDFi has Total 21 Branches (20 Branches + HO)</p> <ul style="list-style-type: none"> <li>• Assam State – HO + 6 Branches</li> <li>• Arunachal State – 2 Branches</li> <li>• Manipur State – 2 Branches</li> <li>• Meghalaya State – 1 Branch</li> <li>• Mizoram State – 2 Branches</li> <li>• Nagaland State – 2 Branches</li> <li>• Sikkim State – 2 Branches</li> <li>• Tripura State – 3 Branches</li> </ul>
Total Number of Users	Presently approx. 120 users are using the present Loan Management application, Document Tracking System, Legal and 30 users are using Finance & Accounting Management System
BC / RO Details	2 Business Correspondents and 14 Representative offices across North East India

## 4.2 Organization Structure

The management of NEDFi is entrusted upon its Board of Directors comprising representatives from shareholder institutions, Ministry of DoNER, North Eastern Council, State Governments and eminent persons from the NE Region and outside having wide experience in industry, economics, finance and management.



## 4.3 Business Projection

Particulars	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
	Actual	Projected				
Business Value (Principal Outstanding)	1224	1464	1859	2459	3369	4744
Number of Branches (Including HO)	20	21	25	30	35	45
Number of Channel Partner (RO/BC/BF/DSA)	16	25	35	50	60	80
Number of Accounts	3,500	6000	12000	18000	24000	30000
Number of Staff	120	132	145	160	176	195
End users to use applications (NEDFi staff, RO representatives, BO representatives and DSA)	120	250	350	500	600	750

*Note: The above mentioned figures are tentative and actual figures may vary.*

#### 4.4 Current Business Application Details

Current Application	Vendor	Availability in DC	Availability in DR
LMS (Loan Management System)	In-house	Yes	Yes
FAMS (Financial Accounting Management System)	In-house	Yes	Yes
Payroll	In-house	Yes	No
Legal (Part of LMS Module)	In-house	Yes	Yes
Document Tracking System (Part of LMS Module)	In-house	Yes	Yes
Subsidy (Claim & Disbursement Details of Central Subsidies)	In-house	Yes	No
NIRC (File Management System)	In-house	Yes	No
PMS (Project Management System)	Tiemchart	Yes	No
Bitrix 24 (Intranet Portal for internal & circular circulars etc.)	iZAAP Technology	Yes	No
General Account Software (Old FAMS data till 2018)	iBILT Tech	Yes	No
SMS	SMS Gateway HUB		

#### 4.5 Current Interface Details

Source Application	Destination Application	Manual / Real Time
LMS	FAMS	Realtime
LMS	Legal	Realtime
LMS	Document Tracking System	Realtime
Payroll (Staff Payroll)	FAMS	Manual
SMS	LMS	Realtime
<b>Other Application</b>		
LMS	SBI CMP (Cash Management Portal)	Manual

#### 4.6 Existing Loan Product

Composite Term Loan
Women Enterprises Development Scheme (WEDS)
NEDFi Micro Lending Scheme
Atmanirbhar Hastshilpkar Scheme

Working Capital Term Loan
Working Capital Term Loan Scheme
Enterprise Development Scheme (EDS)

Term Loan
Rupee Term Loan Scheme
Equipment Finance Scheme
Corporate Finance Scheme
NEDFi Opportunity Scheme for Small Enterprises (NOSSE)
North East Entrepreneurs Development Scheme (NEEDS)
Healthcare Development Scheme (HDS)
Self-Employed Professionals Business Loan Scheme (SPBL)
Assam Specialty Tea Industries Development Scheme (ASTIDS)
Short Term Loan Against Liquid Security
Short Term Loan Against Central Subsidies Receivable
Guaranteed Emergency Credit Line (GECL)

Micro Finance
NEDFi Micro Finance (MF)

Working Capital Limit
Working Capital Revolving Scheme

## 4.7 Existing IT Infrastructure

### 4.7.1 DC Physical Servers Details

Category	Device Type	Make & Model	Quantity
Physical Server	Transactional DB Server	DELL R730	1
Physical Server	Reporting DB Server	DELL R730	1
Physical Server	Application Server	DELL R730	1
Physical Server	Application & DB Server	DELL R740	1
Physical Server	Hypervisor	DELL R640	1
Physical Server	Hypervisor	DELL R730	1
Physical Server	Hypervisor	DELL R730	1

### 4.7.2 DR Physical Servers Details

Category	Device Type	Make & Model	Quantity
Physical Server	Application Server	HP DL20	1
Physical Server	Transactional DB Server	HP DL20	1
Physical Server	Reporting Server	HP DL20	1

### 4.7.3 DC Network Components

Category	Device Type	Make & Model	Quantity
Network Component	UTM/Firewall	Sophos XG230	2
Network Component	Core Switch	Cisco SX 550X-24FT	1
Network Component	Standby Core Switch	Cisco Nexus 3548P-10G	1
Network Component	Distribution Switch	Cisco SG300	10

### 4.7.4 DR Network Components

Category	Device Type	Make & Model	Quantity
Network Component	UTM/Firewall	Sophos XG210	1
Network Component	L2 Switch	HP J9980A	1

### 4.7.5 DC Storage

Category	Device Type	Make & Model	Quantity
Storage	Netgear Readydata	RD5200	1
Storage	Dell PowerEdge	R730	1

### 4.7.6 DR Storage

Category	Device Type	Make & Model	Quantity
Storage	Netgear ReadyNAS	2312	1

## 5. Eligibility Criteria

Sr. No.	Eligibility Criteria	Supporting Documents
<b>A. GENERAL</b>		
1	The Prime bidder should be the OEM of LLMS or its authorized partner or system integrator and must be a Government Organization / PSU / Partnership / LLP or a Public / Private Limited Company in India and operating in India for at least 3 years as on date of the RFP	Certificate of Incorporation and other Documentary evidence to be attached. If the Prime bidder is OEM of LLMS application, then the Bidder to submit IPR or relevant documentation regarding the OEM of the LLMS. If the Prime bidder is not the OEM of LLMS then need to submit the MAF from OEM of LLMS.
2	The Prime bidder should have at least CMMi Level 3 or higher-level certification and should be ISO 27001:2013 certified	Copy of the relevant certificates or Assessment certificate from Auditing agency.
3	The Prime Bidder may form consortium with any other OEM for accounting application or its authorized partner. However, Prime Bidder will be the single point of contact to NEDFi as the System Integrator for all solutions.	Consortium agreement with all the partners to be submitted. The bidder should provide the MAF from OEM of accounting application.
4	The Bidder and the Consortium Partner should have not been blacklisted/barred/disqualified by any Public Sector Bank/NBFC/Financial Institution / PSU / GOI department as on date of submission of Bid	Self-declaration by competent authority of the bidder on Bidder's letterhead
<b>B. FINANCIAL</b>		
1	The Prime bidder shall have minimum annual turnover of <b>Rs. 25 Crore from the Software business only</b> , for any three (03) Financial years out of the last four financial years (i.e., 2018-19, 2019-20, 2020-21 and 2021-22). This must be the individual company turnover and not of any group of companies.	Audited financial statement signed by statutory auditor or duly certified by chartered accountant consisting of <b>balance sheet and profit and loss account statement for the latest four financial years must be submitted</b> i.e., 2018-19, 2019-2020,2020-2021,2021-2022. In case of 2021-2022 provisional financial statement signed by statutory auditor or duly certified by chartered accountant will be accepted. Only Prime bidder's credentials will be considered.
2	The Prime bidder should have positive net worth in any of three (03) financial years out of last four (04) Financial Years (i.e., 2018-19, 2019-20, 2020-21 and 2021-22). This must be the individual company net worth and not of any group of companies	Audited financial statement signed by statutory auditor of <b>balance sheet and profit and loss account statement for the latest four financial years must be submitted</b> i.e. 2018-19, 2019-2020,2020-2021,2021-2022. In case of 2021-2022 provisional financial statement signed by statutory auditor or duly certified by chartered accountant will be accepted. The Net worth amount to be certified by Statutory Auditor along with the audited financial statement. Only Prime bidder's credentials will be considered.
3	The Prime bidder should be a Profit-making company for any three (03)	Audited financial statement signed by statutory auditor of <b>balance sheet and profit and loss account</b>

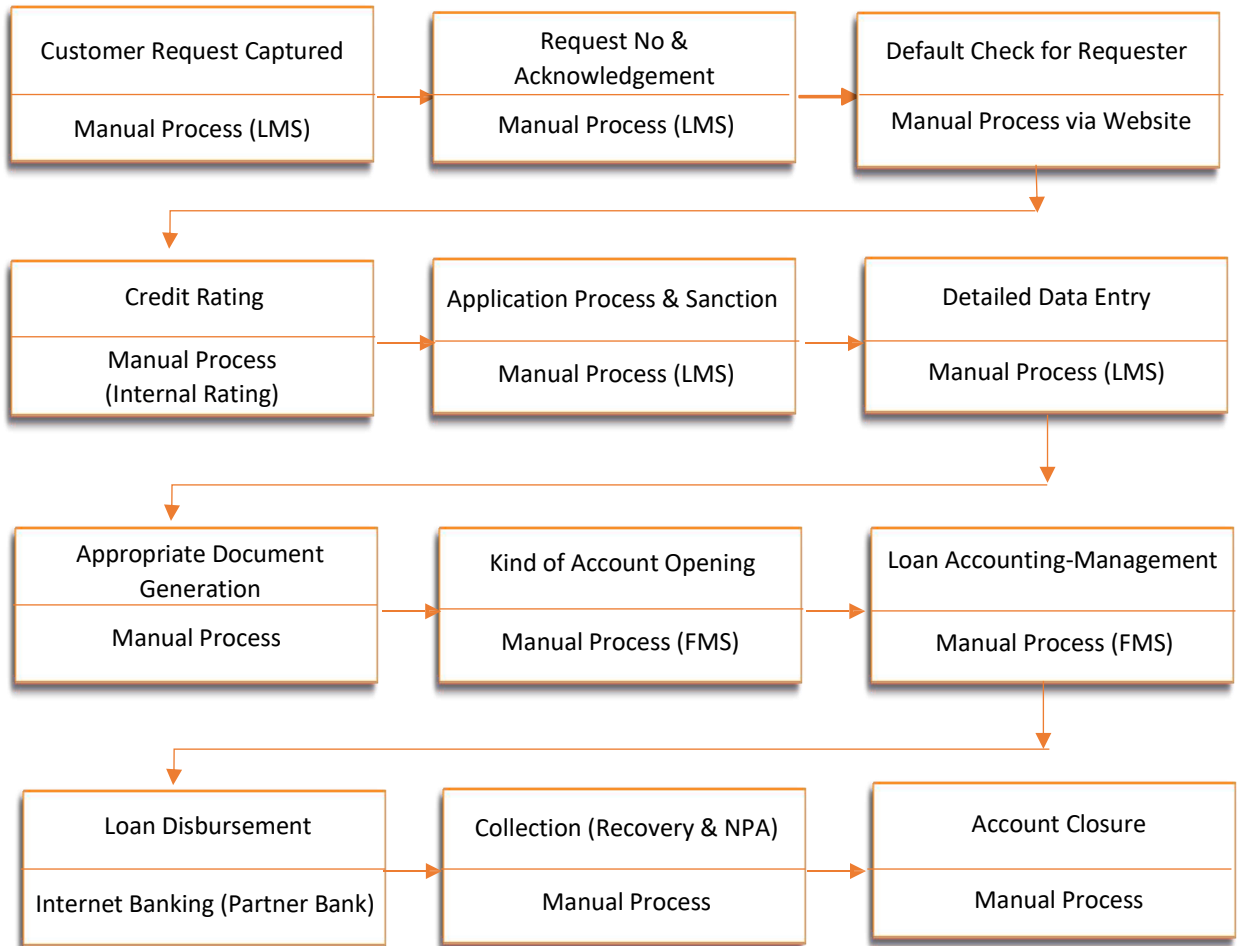


Sr. No.	Eligibility Criteria	Supporting Documents
	financial years out of last four (04) Financial Years (i.e., 2018-19, 2019-20, 2020-21 and 2021-22). This must be the individual company profit and not of any group of companies	<b>statement for the latest four financial years must be submitted</b> i.e. 2018-19,2019-20,2020-21,2021-2022. In case of 2021-2022 provisional financial statement signed by statutory auditor or duly certified by chartered accountant will be accepted. The Profit amount to be certified by Statutory Auditor along with the audited financial statement. Only Prime bidder's credentials will be considered.
<b>C. EXPERIENCE &amp; SERVICE CAPABILITY</b>		
1	The Prime bidder should have prior experience of Implementation & management of Lending Life Cycle Management System in at least two (2) Non-Banking Financial Organization (NBFC) or banks (excluding Co-operative Bank) with loan portfolio size of minimum INR 4,000 Crores each.	Credentials from clients in the name of OEM of LLMS application (In case of Prime Bidder), its authorized partner (in case of Prime Bidder), System Integrator (In case of Prime Bidder) in form of Purchase Orders / Contract Agreement supported with credential letter. Regarding Loan Portfolio, bidder to submit relevant documents to justify the clause (Letter from client / client balance sheet / other public domain available documents). The credentials should be in last three financial years.
2	The bidder should have executed two (2) LLMS Projects with total value of INR 5 crores+ in BFSI Sector during last three years	Credentials from clients in the name OEM of LLMS application or its authorized partner or system integrator in form of Purchase Orders / Contract Agreement etc. supported with credential letter is required.
3	The proposed LLMS Application along with Mobile App (Android, IOs) should have been implemented in at least two Non-Banking Financial Organization/Banks (excluding Co-operative Banks) in India.	Credential letter from client in the name of OEM of LLMS application or its authorized partner or system integrator
4	The bidder should have implemented the proposed LLMS application with multiple 3 <sup>rd</sup> Party's Realtime integration i.e., Credit Bureaus, NSDL, Partner Bank, MCA etc. in India	Credential letter from client in the name OEM of LLMS or its authorized partner or system integrator
5	The Prime bidder or consortium partner should have implemented the proposed accounting application in at least two BFSI organizations having minimum 50 branches in India.	Credential letter from client in the name OEM of general accounting application or its authorized partner. If the prime bidder is not the OEM for accounting application, then the prime bidder will have to provide the MAF from the OEM of accounting application.
6	The OEM of LLMS solution provider should have at least 25 skilled software developers on its roles.	Certificate from the Company auditors / Company secretary / HR on number of skilled software developers.
<b>Note 1:</b> In case the Bidder(s) is a 100% subsidiary/entity formed from parent company by way of re-organization/separation of business/ in case of business transfer where Bidder(s) has acquired a Business from an		

Sr. No.	Eligibility Criteria	Supporting Documents
	<p>entity ("Seller"), bidder(s) can utilize the experience and credential of the parent company/Seller to the acquired business for the purpose of meeting the eligibility criteria of this RFP, provided sufficient documentary proof of re-organization/ separation/ business transfer is produced.</p> <p><b>Note 2:</b> Credentials for proposed LLMS solution from Co-operative banks will not be considered in eligibility evaluation criteria.</p> <p><b>Note 3:</b> If the Prime bidder is the authorized partner of OEM, then the OEM will not be eligible to participate in the tender process. Or if the Prime bidder is the OEM of LLMS application then its authorized partner will not be eligible to participate in the tender process. Same clause applicable for the System Integrator. Multiple bids from the same OEM will not be accepted and both the bid will be disqualified.</p> <p><b>Note 4:</b> If any of the above eligibility criteria is not fulfilled, the bid will be treated as null and void and shall not be considered.</p>	

## 6. Project Details

### 6.1 Current LLMS Process – AS-IS



## 6.2 Envisioned LLMS Process – TO-BE

NEDFi wishes to select a system integrator who has the capability and exposure in the field of implementing and managing a modern, up-to-date and industry standard Lending Life Cycle Management System (LLMS) Application (which includes LOS, LMS, Collection, Recovery, Legal and MIS), General Accounting System, Mobile Application (Android, iOS) for NEDFi staff, BC, DSA & customer, customer service, customer login access through web portal and Third-Party APIs Integrations on SaaS Model.

The envisioned LLMS is required for following loan related procedures in NEDFi:

- a) Lead Management
  - i Campaign Management
  - ii Rule engine - that provides facility of configurable analytical routines to analyze data and serve as input for alerts
  - iii Alert Generation and management system
  - iv Work Flow management
  - v Prequalification Checks
  - vi Customer Data Entry
  - vii Dedupe
- b) Application Validation
  - i Risk Rating and Credit scoring engine
  - ii Credit Bureau Scoring
  - iii Document Verification
  - iv Field Investigation / Visit
  - v Eligibility Clarification
- c) Underwriting
  - i Personal Discussion
  - ii Risk Scoring
  - iii Credit Appraisal
  - iv Collateral Valuation
  - v Credit Decisioning
  - vi Sanction Letter
  - vii Loan Agreement
  - viii Repayment Mode
- d) Loan Disbursement
  - i Loan Account Creation
  - ii Fees Management
  - iii Collateral Management
  - iv Funds Disbursal
  - v Security Creation
  - vi Document Management Activities
- e) Payment Posting
  - i Post Disbursement Services

- ii Repayment Schedule
  - iii Cross Product Payments
  - iv Payment / Receipts
  - v Subsidies / Subventions
- f) Account Management and Settlement
  - i Sanction Review
  - ii Loan Statement Processing
  - iii Re-scheduling
  - iv Loan GL Reconciliation
  - v Partner Bank Reconciliation
- g) Collection and Settlement Module
  - i Collection Demand
  - ii Follow-up and Case Management
  - iii Delinquency Management
  - iv Payment Management
  - v Legal Management
  - vi Provisioning and Write Offs
- h) Legal/Litigation
- i) MIS
- j) Account level and Customer level Dashboards at Departmental and Executive levels
- k) General Accounting
  - i. Chart of Accounts
  - ii. Journal vouchers
  - iii. Bank and Cash Management
  - iv. Vendor Management
  - v. GST Management
  - vi. Tax Management
  - vii. Ledger Report
  - viii. Trail Balance
  - ix. P&L and Balance Sheet
  - x. Sales and Purchase Invoice Management
  - xi. Bank Reconciliation
  - xii. Bank Integration

## 7. Scope of Work

- The scope of work is described below, and the bidder should go through all the requirements in detail. The bidder should propose a complete solution which considers all business requirements of NEDFi. NEDFi reserves the right to change the scope of RFP considering NEDFi's requirements.

Sr.No.	Components	Purchase Model for NEDFi
1	LLMS Application (which includes LOS, LMS, Collection, Recovery, Legal and MIS); Mobile Application (Android, iOS) for NEDFi Staff, BC, DSA and customer; customer service, Customer login access through web portal and Third-Party APIs Integration on SaaS Model	Operating Expenditure
2	General Accounting Software on SaaS Model	Operating Expenditure
3	Application & Technical Support	Operating Expenditure
4	Implementation	Onetime Expenditure
5	Data Migration	Onetime Expenditure
6	Training & Handholding	Onetime Expenditure
7	Network	NEDFi will itself maintain and manage the internet link at HO and Branches. However, DC & DR links shall be provided and managed by the bidder. NEDFi will connect to the DC/DR using IPsec and SSL VPN from Head Office and Branches Respectively.

**Note:** The Operating expenditure refers to a model wherein the expense will be leased over a definitive time and staggered. For all Operating expenditure items, NEDFi will sign any leasing agreements if required only with the prime bidder and the prime bidder needs to factor legal and operational implications and costs pertaining to this in this bid itself.

- The below list is on the discontinuation of the existing application of NEDFi. Bidder will be responsible to migrate all data from the existing applications to the proposed new application prior to Go-live as mentioned below:

Sr.No.	Application Name	Remarks
1	LMS (Loan Management System)	Data Migration and to be discontinued
2	FAMS (Financial Accounting Management System)	Data Migration and to be discontinued
3	Payroll	Integration with proposed solution
4	Legal (Part of Proposed LLMS)	Data Migration and to be discontinued
5	Document Tracking System	To be used as Standalone System
6	Subsidy (Claim & Disbursement Details of Central Subsidies)	To be used as Standalone System

7	NIRC (File Management System)	To be used as Standalone System
8	General Account Software (Old FAMS data till 2018)	Data Migration and to be discontinued

## 8. Detailed Scope of Work

This RFP seeks to select a system integrator who has the capability and exposure in the field of implementing and managing a modern, up-to-date and industry standard Lending Life Cycle Management System (which includes LOS, LMS, Collection, Recovery, Legal and MIS modules); General Accounting System; Mobile Application (Android, IOS) for NEDFi Staff, BC, DSA & Customer; customer service, Customer login access through web portal and Third Party APIs Integration on SaaS Model.

The implementation services including, customization and parametrization, Current State Assessment, Business Requirement Description, User Acceptance Testing (UAT), Testing, installation, production roll out, Go Live and Implementation across all branch/HO locations will be done by the Bidder / OEM for the proposed solutions. The broad overview of the overall implementation model and its different components mentioned in the RFP which includes but not limited to:

### 8.1 Scope of Work

I. The scope of the project is explained below:

- Requirement gathering and analysis with the respective departments/teams of NEDFi
- Prepare a Gap Statement which is mutually agreed upon
- Prepare SRS/BRD document
- Prepare project implementation Schedule
- Quality Assurance Plan
- Requirements Management process
- Change Management process
- Release Management process
- Quality control /Testing Plan
- Training
- Documentation Management process
- Progress Reporting (Format, content & frequency to be mutually agreed between NEDFi -Vendor) and distribution process
- Project Communication plan

I. Implementation of Lending Life Cycle Management System (which includes LOS, LMS, Collection, Recovery, Legal and MIS); General Accounting System; Mobile Application (Android, IOS) for NEDFi Staff, BC, DSA & customer; customer service, Customer login access through web portal and Third Party APIs Integration on SaaS Model fulfilling various requirements as described in Annexure 15 - Functional & Technical Requirements

II. Provide APIs for integrations with various External Systems

III. Provide Ancillary Services like documentation and reporting toolkit. The report design/building access also to be given to NEDFi team.

- IV. Business Requirement Document (BRD) – This includes Technical & Functional manuals for proposed LLMS and General Accounting Software
- Solution Architecture Overview with technical stack details, Logical & Physical Data Base Design, System Interfaces design, Development Tools, APIs etc.
  - System configuration / set up parameters documentation
  - System Administration Manual
  - Module-wise user and administrator's manual on latest version of the software
  - Documentation for Master data set up, rating grades mapping, product types mapping, product configuration etc.
  - New/existing Model configuration, Facilities grading system configuration documentation
  - Data migration documentation
  - Details of methodology for validation, parameters, data processing, formulas, algorithms, statistical models
  - Test cases for User Acceptance Testing (UAT)
  - Customization details along with full process flow
  - System Performance Benchmarks (response times, etc.)
  - Any changes due to "Non-Compliance" observed during UAT must be incorporated in base documents.
  - Reference material shall be provided before Training and User Acceptance Testing.
  - Critical/ sensitive data including PII data or account numbers shall be masked or encrypted.
  - In case CSP's keys are being used for encryption of NEDFi's data, such keys should be unique and not shared by other users of the cloud service.

## 8.2 Recommendation on Infrastructure for LLMS

- I. The proposed DC and DR hosting infrastructure (public/private cloud) should be of Tier-III (or higher) compliant or MeitY (Meghraj-GI cloud) empanelled, and it should be in India. The details to be submitted with technical response.
- II. The bidder's proposed DC and DR should have ISO 27001 or BS7799, one of the valid certifications for the proposed facilities. The certificates should be submitted with technical response.
- III. The bidder shall ensure that the solution provided, and hardware sized by the bidder is capable of meeting NEDFi's current and future transaction and business volumes
- IV. The proposed DC and DR should be in different seismic zone
- V. The proposed DC & DR should comply with all security standards defined by RBI, GOI and all statutory /semi-statutory authorities from time to time.
- VI. The proposed solution should have multifactor Single Sign-On (SSO) facility. This SSO facility shall also be available for use/Integration with other applications of NEDFi. SSL VPN facility for Branch/Remote Access shall also work with the same credential.
- VII. There should be facility for SSL VPN user provisioning for Branch/Remote Access.



- VIII. Software offered for NEDFi, must be hosted in Indian Territory only. The proposed DC and DR or Near DR should be in India and no data will be stored outside India.
- IX. Bidder to size Bandwidth requirement, Directory Layout, Storage Size, Kernel Parameters, Database parameters, OS Hardening etc. as per statutory/regulatory guideline and industry best practice to meet NEDFi's requirements.
- X. Bidder to size the adequate infrastructure requirement for better performance of the application at user level/customer level. Bidder is responsible to upgrade the hardware sizing during the project tenure with increase in number of branch after go-live.
- XI. Software offered is required to be on SaaS Model, Beta versions of any software shall not be accepted.
- XII. The bidder should conduct successful DR drills and submit the detailed DR drill report to NEDFi within 7 days of completion of DR drill on quarterly basis or as per RBI guideline.
- XIII. Bidder is required to supply, implement & maintain the links at DC & DR during the project tenure to ensure smooth and uninterrupted access from NEDFi HO and branches with proposed RPO of 15 minutes and RTO of 60 minutes, Bidder is also required to suggest the bandwidth requirement at NEDFi HO/branches.
- XIV. The bidder should ensure the required SLA are being monitored & maintained for the Data Centre.
- XV. The Bidder should perform all activities for successful implementation of the proposed solution within the agreed contract price.
- XVI. There should be end-to-end encryption over the WAN network between Data Centre/DR, Branches & HO.
- XVII. Preventive Maintenance should be carried outside business hours at frequent intervals but should not be less than once in a quarter.
- XVIII. Bidder are requested to submit all the technical details as per point no. 8.2 related to DC & DR with technical response.
- XIX. Bidder to ensure that the infrastructure service provider / Cloud Management Team should not have access to any application data of the NEDFi.
- XX. Remote access by administrators and privileged users to the cloud environment over the Internet, shall not be permitted without end-to-end encryption (VPN).
- XXI. Bidder must submit complete technical architecture which covers proposed solution. The Technical Architecture should specify -
  - a. Data Architecture
  - b. Application Architecture
  - c. Infrastructure architecture for DC & DR (including Hardware/Network & Security)
  - d. Technology Stack

### 8.3 Information/Cyber Security Requirement

- i. The proposed solution should have mechanism including but not limited to Firewall, IPS, Web Application Firewall, Antivirus, Network segmentation etc. for protecting, detecting, responding and recovering itself from cyber and information security threat(s) including but not limited to Virus, Malware, Trojans, Ransomware, Rootkit, phishing, hacking, zero day attack etc. to maintain the defined RTO, RPO and SLA.

- ii. Though NEDFi is the owner of data, the bidder shall be responsible for data protection, privacy, integrity, availability and confidentiality.
- iii. Bidder should manage and maintain SIEM tool for monitoring and analyzing the Cyber/ Information Security incidents of the proposed solution and same shall be also accessible to NEDFi for monitoring. The services for SIEM should be provided without any additional cost. Bidder shall also perform incident response and reporting procedure.
- iv. The entire setup including processes adopted for proposed applications by OEM and Bidder would be reviewed from Information Security angle like Vulnerability Assessment & Penetration Testing (VAPT), Forensic, Application Security Review, Code Review, Network Security Review, BCP, compliance with NEDFi specific IT & IS policies, Statutory and Regulatory / Semi-regulatory mandates, etc.
- v. The selected bidder should conduct first VAPT audit by CERT-IN empaneled VAPT Auditor before go-live of proposed LLMS and Accounting software including Mobile Application and submit the VAPT report to NEDFi after fixing all the findings. NEDFi will be responsible for periodical VAPT audit during the project tenure with the external auditors. The selected bidder will be responsible to mitigate all the identified points post VAPT audit within 72 hours.

#### 8.4 Implementation and Customization

- i. Bidder should deploy and maintain required onsite resources for detailed system study, requirement gathering, UAT, training, go-live etc. till the stabilization period is over.
- ii. Installation & configuration of various components and functionalities of proposed applications
- iii. The solution to be provisioned in high Availability mode in DC & in DR.
- iv. Customization in proposed applications is as per the required functionality mentioned in RFP, pre-deployment study and gap analysis, BRD/SRS. All the required customization to be done post go-live and up-to next six months without any additional cost to NEDFi.
- v. Any changes required for compliance with NEDFi's policies suggested by Regulatory authorities/semi-regulatory authority (CERSAI, NPCI, SEBI etc ) or NEDFi's Internal Auditor or any Third Party Auditor shall be implemented without any additional cost to NEDFi during the project tenure.
- vi. Integration with External Systems.
- vii. Support for UAT.
- viii. Training and handholding
- ix. Provide support for Go Live. The bidder is required to deploy minimum one resource post GO-Live at NEDFi HO to provide additional support to NEDFi till the stabilization of the project without any additional cost to NEDFi.
- x. Bidder should provide one full-time on-site resource (L2) at NEDFi HO during office hours (General Shift) for the entire project tenure. The resource shall be having minimum educational qualification of BE/B Tech/MCA/Msc. (IT/CS) minimum 6 Years of experience in similar role and project i.e. in Lending Project with sound knowledge of LOS, LMS, Collection, Recovery, Legal, APIs, General Accounting, Mobile Banking, BC, DCA etc. The bidders should provide the retails of the resource in the format given in Annexure 17. NEDFi will interview the resource before allowing him/her to work at NEDFi, if required.
- xi. Hand-over as per the agreed project plan(s)

- xii. Provide Implementation, Parameterization and Customization Services along with Migration of existing Data.
- xiii. Perform Stress Testing and Performance Tuning on proposed applications & database and necessary steps shall be taken to address the bottlenecks.
- xiv. Support, Maintenance & modification of the solution during the entire contract period with NEDFi
- xv. Documentation and knowledge bank

## 8.5 Integration with External Source Systems

Each module of the proposed applications shall support integration with various External Systems through APIs / straight through processing (STP) / upload functionality. NEDFi will require integration in a phase wise manner depending on the need within a project tenure. The APIs mentioned in the Phase-I should be delivered with proposed LLMS and Accounting Software to NEDFi. The APIs mentioned in the Phase-II will be required during project tenure and the APIs cost will be mutually finalized based on the man day's effort quoted in the Commercial Bill of Material. The proposed external Systems are listed below:

**Phase – I** (NEDFi expects the below mentioned API integrations are readily available with the proposed products from day-1)

- I. Credit Bureau
- II. 3rd Party E-KYC, CKYC, OCR
- III. Aadhaar & OTP Authentication
- IV. SMS, Email, Chatbot
- V. e-Sign, e-Stamp, Income Assessment
- VI. ITR, GSTR, MCA, Digilocker, BRS, Bank statement Analysis
- VII. Scoring Model
- VIII. Risk Rating Model
- IX. CRILC, NESL, CERSAI, D&B
- X. Partner Banks (minimum 4) with API Banking/CMS
- XI. E-mandate, Payment Gateway,
- XII. HRMS solution

The above lists are not exhaustive. If there is a change in requirements for digitisation process of the lending operation without impacting the overall proposed solution, then it will be identified and designed during BRD stages and the same will be implemented during implementation stage

### Phase - II

- i. Document Management System
- ii. Budget and forecasting
- iii. Deposit Module/CFSS
- iv. Customer Relationship Management (CRM)
- v. Call Center
- vi. Video KYC / Facial Recognition with latitude & Longitude details etc.)
- vii. Anti-Money Laundering (AML) only after implementation of Deposit Module/ CFSS
- viii. EWS

## 8.6 Functional Requirements

- i. Functional requirements will not be less than listed in **Annexure 15**. The requirements are illustrative but not exhaustive. NEDFi may change its requirement at any point of time. It is the responsibility of the successful bidder to resolve any deficiency identified in the performance of the proposed applications, as observed during the acceptance test. This includes replacement of some or all equipment or upgradation & tuning of underlying infrastructure at no additional cost to NEDFi, to ensure that the proposed applications meet the requirements of NEDFi as envisaged in the RFP.
- ii. The proposed LLMS application should have facility to accept the loan application with required documents through Mobile App & Web Portal
- iii. The proposed application should be capable to allocate the loan application to the respective departments / branches/Offices etc. based on configurable criteria.
- iv. Customer should be able to view the loan application status through Mobile App / Web Portal
- v. Customer should be able to lodge complaint / raise a query
- vi. At any point of time, customer should be able to check the loan outstanding balance through and generate/download Interest Certificate, Loan Statement, Due statement through Mobile App/ Web Portal
- vii. The proposed LLMS system should have interface with SMS gateway and Email gateway.
- viii. The proposed LLMS system should be capable of Integration with NEDFi's Banking Partner (minimum four (04) Banks)
- ix. The proposed LLMS system should have facility to accept bulk upload and download facility of files (API/ SFTP / any other auto mechanism) received from NEDFi's Banking Partner/Govt. subsidies and the financial transaction should be posted to the respective account without any manual intervention.
- x. The system should have facility to store and verify the relevant documents (KYC / Credit Report / the actual documents will be decided at the time of BRD with the final selected vendor) with specific areas for a particular loan account holder of NEDFi. NEDFi Users should be able to check & verify the relevant documents as per requirement on screen.
- xi. The proposed LLMS system should be capable for API integration with 3rd Party Applications (Credit Bureau, 3rd Party E-KYC Data , Aadhar & OTP Authentication, SMS, Email Gateway, e-Sign, e-Stamp, Income Assessment, CERSAI, MCA, ITR, GSTR, Banking Partner (minimum 4), Payment Gateway, Video KYC / Facial Recognition with latitude & Longitude details etc.) NEDFi prefers that the bidders proposed solutions should have most of the features from day one.
- xii. The proposed LLMS solution should have integration with proposed Accounting Software
- xiii. The proposed LLMS solution should have capability to interface with Document Management System, CRM, Budget Forecasting, Core Financial Solution System for accepting deposit with AML system.
- xiv. The proposed LLMS solution should be capable of integration with IVR system for Contact Center from day one.
- xv. The proposed LLMS application should be parameterized and capable to handle any new loan product(s) during the project tenure introduced by NEDFi (with minor changes / customization) without any additional cost.
- xvi. The proposed applications should be highly workflow (BPM Standard) driven with configurable

and parameterized workflow design capabilities to meet the current and future business and functional requirements of NEDFi.

- xvii. The proposed solution shall also support Co-Lending and Fintech integration.
- xviii. In addition to the functional and technical requirements listed by NEDFi, Bidder is required to bring in global best practices prevalent in proposed applications in the BFSI industry.
- xix. All applications/utilities/modules should be properly documented and a copy to document should be submitted to NEDFi. Documents to be changed with the change of applications/utilities/Modules and a copy of the same to be shared with NEDFi accordingly.
- xx. Knowledge Bank to be prepared for end users and trouble shooters. Such documents to be kept as a part of LLMS software.
- xxi. The proposed solution shall be the central access point for all interactions and relationships, with comprehensive and easily accessible on-line help facilities to the application users.
- xxii. The proposed mobile apps must support form factors for all handheld devices such as tablets, mobile phones (Android & iOS)
- xxiii. The Prime bidder will be solely responsible for coordinating with other solution provider during the project tenure or beyond initial project tenure in future. If NEDFi wants to implement Budget & Forecasting, Document Management Application, CFSS (Central Financial Software Services) for accepting deposit, CRM application then the System Integrator should be responsible to coordinate with the respective solution provider for hassle free integration.
- xxiv. The Prime bidder also responsible for the delivery of all updates, patches, version upgradation of proposed solution including underlying software & infrastructure components during the project tenure without any additional cost to NEDFi.

## 8.7 Data Migration

The Bidder shall be responsible for successful data migration with all transaction's history including master and transactional data from the legacy application to the proposed applications.

Data migration is primarily concerned with the transfer of data from the source system to the target system. It is a subset of Implementation. This section describes the scope for Data Migration from existing source systems to the proposed applications. The overview of the Bidder tasks is as follows:

- a) Formulating Data Migration strategy and process documentation
- b) Performing data validation and mapping exercise of existing solutions with the proposed applications
- c) Providing checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity.
- d) Upload the data from existing systems including working excel file into the proposed applications and the other related data storage to proposed solutions for accurate and proper functioning.
- e) Data upload activity into the target systems
- f) Performing checks to ensure data migration success (by way of comparator tools etc.)

- g) NEDFi shall have the rights to carry out data migration audit by third party auditor appointed by NEDFi.
- h) Bidder shall provide Data Migration services until the data is migrated successfully into the production environment and data migration related identified points should be addressed post migration audit conducted by NEDFi's through external auditor.
- i) Bidder shall provide dedicated and constant support during the data migration exercise in the mock/staging environment.

j) Approximate data size of the legacy systems are as follows:

Sr. No.	Name of the Legacy Application	Approximate Data Size
1.	LMS (Loan Management System)	5.5 GB
2.	FAMS (Financial Accounting Management System)	
3.	Legal (Part of LMS Module)	
4.	General Account Software (Old FAMS data till 2018)	1 GB

## 8.8 Activities to be performed by the Bidder

The key activities for each of the application mentioned above are described in this section, though this list is indicative but not exhaustive.

### A. System Requirement Study

The bidder shall perform the detailed assessment of the functional & technical requirements as mentioned in the **Annexure 15: Functional and Technical Requirements**. Based on the understanding and its own individual assessment, bidder shall develop & finalize the System Requirement Specifications (SRS)/Business Requirement Document (BRD) in consultation with NEDFi.

The bidder shall perform the following:

- Understand the NEDFi's policies, procedures and business processes (while framing the SRS) and validate the understanding from NEDFi
- Understand the current IT application landscape and its functionalities
- Bring in domain experts during the SRS study
- Bring in Global best practices prevalent in proposed applications in the BFSI industry and implement other process improvement suggestions in consultation with NEDFi and its consultant(s).
- Translate all the requirements mentioned in the document into System Requirements
- Follow standardized template for requirements capturing
- Maintain traceability matrix from SRS/BRD stage for the entire implementation
- Get the sign off from functional divisions on finalization of Software Requirement Specification (SRS) of each module and conduct workshop with the relevant stake holders. and
- Requisite team members to present in NEDFi office for all discussions.

### B. System Design

The bidder shall design the solution architecture and specifications for meeting the requirements mentioned as part of this RFP & SRS/BRD. The Bidder shall be entirely responsible for the design and architecture of the system to be implemented to satisfy all requirements as described in this document. Bidder shall provide the best solution to address the requirements mentioned in this RFP & SRS/BRD.

The system architecture for the applications shall be designed, developed & delivered as per following but not limited to:

#### i. General Guidelines

- a) The system architecture should be based on open industry standards and protocols
- b) The system shall be centrally deployed and globally accessible
- c) The system shall be designed to be fault tolerant, highly available, scalable and easily extendable
- d) The system should be flexible to cater to changing business, industry, and compliance requirements (including reporting requirements in proper format)
- e) The System should be developed in English
- f) The System should be both vertical and horizontal scalable.

## ii. Develop

The bidder shall carefully consider the scope of work and propose the solution which best meets NEDFi's requirements with customization (if any). Considering the scope set in this RFP, the bidder shall carefully consider the solutions it proposes and explicitly mention the same in the technical proposal.

- a) The bidder shall be responsible for supplying the application, infrastructure, security, database and related software, integration tools and installing as well as maintaining the same on SaaS Model to meet NEDFi's requirements mentioned in this RFP.
- b) Bidder is expected to suggest the approach which can address this business eventuality when actual transaction volume is marked different from that of indicative transaction volumes.
- c) Bidder shall also supply any other tools & accessories required to make the Solution as per requirements.
- d) For the proposed solution, the Bidder shall supply:
  - i. Software on SaaS model with underlying infrastructure including DC & DR
  - ii. Tools, accessories, documentation and provide a list of the same. Tools and accessories shall be part of the solution.
  - iii. Bidder to provide report writing tools to NEDFi at HO level to the IT department only.
  - iv. Bidder to provide call logging /Ticket raise facility to NEDFi's IT department for raising complaints, feedback etc. during the project tenure.
  - v. Bidder shall provide training on the same. Post call logging, ticket should be generated, and the ticket shall be closed once the issue is resolved.
  - vi. Proposed solution should have facility to configure and expose customer assisted journeys (product/Customer Type/Ticket size etc. based) or specific stages in the journey for BC/sales agents/DSA or external partners in the form of a web portal as well as mobile app (Hybrid or Native)
  - vii. Routine Patching the system
  - viii. Supply latest supported version of Database Software to support the proposed solution and any other software, tools, and built-in/add-on application.
  - ix. Product documentation (both soft copy and hard copy) to be supplied and shall include but not limited to following:
    - Technical manuals



- Technical Design for both infrastructure (includes Hardware, Network & Security) and software architecture of the proposed solution
- User manuals
- System administrator manuals
- Toolkit guides and Troubleshooting guides

### iii. Integration

- a) The bidder shall integrate the solution with all the functional modules based on the integration approach finalized in consultation with NEDFi
- b) Bidders to ensure the envisaged systems comply to interface requirements of NEDFi

### iv. Testing

The bidder shall provide the Testing strategy including traceability matrix, Test Cases and conduct testing of various components of the proposed solutions (e.g., including conference room pilots, unit tests, System integration tests, Stress tests, Security testing and final user acceptance test.). Details of the testing strategy and approach should be provided in the response. The bidder is responsible to identify and inform NEDFi regarding testing requirements and impacts.

Bidder shall provide complete support to NEDFi team or/and their representatives at the time of user acceptance testing. It would be bidder's responsibility to ensure that all issues raised during UAT are closed and signed-off from respective authority.

#### a. Testing and Acceptance Criteria

Bidder shall demonstrate the following mentioned acceptance criteria prior to acceptance of the solution in respect of scalability and performance. Bidder shall properly define all the envisaged requirement parameters for acceptance. In case required, parameters might be revised by NEDFi in mutual agreement with bidder and the revised parameters shall be considered for acceptance criteria.

#### b. Solution Acceptance Criteria

##### i. User Acceptance Test

- The solution must pass User Acceptance Test and issues raised during UAT are closed with proper sign-off. In case of any unresolved issues, the bidder needs to take confirmation from NEDFi management before Go Live. For this there will be two reports compiled, one accepted by NEDFi, and another report not accepted by NEDFi. The report, which is not accepted by NEDFi, the bidder needs to incorporate required changes or redo functional requirement. These two reports should be signed by the functional head(s), the project manager of the bidder.
- The solution should meet the entire functional & Technical requirement as mentioned in RFP and finalized in SRS/BRD stage
- Any deviations / discrepancies / errors observed during the testing phase will be formally reported to the bidder and the bidder will have to resolve them immediately or within 2 working days.
- The bidder will be responsible for maintaining appropriate program change control and version control for all the modifications / enhancements carried throughout the project tenure.

- The bidder will be responsible for providing and updating system & user documentation as per the modifications.

#### v. Training

System Administration training, End users training, Training of Trainers (ToT), Core team training should be conducted in such a manner that sufficient knowledge is transferred to NEDFi to enable NEDFi independently take care of the implemented solution after end of the post go-live support period.

The Bidder needs to consider the following -

- i. For each application implemented, the bidder is required to train the designated NEDFi's technical and end-user staff to enable them to effectively operate and perform the services using the proposed solutions. The bidder shall also be responsible for re-training of the employees whenever changes are made in the software.
- ii. Training plan must be prepared prior/or in parallel as desired by NEDFi for go-live of the solution
- iii. Bidder should provide Product Training, Technical training, End User training, etc.
- iv. Training sessions are required to be conducted both prior and after the go-live of the applications and the location will be at Guwahati or as specified by NEDFi. No online/virtual training will be accepted.
- v. To achieve training objectives and appropriate knowledge transfer, hands on computer-based training shall be a part of each training module.
- vi. Each training session must be accompanied with training material in softcopy/hardcopy, distributed in advance to the selected set of trainees.
- vii. All training manuals shall have to be updated with changes to the application after changes in the post Go-Live phase have been finalized.
- viii. The proposed solutions should have help menu for the end user with all the updated information.
- ix. The bidder will provide a detailed training methodology & schedule to NEDFi for review and sign – off prior to commencement of the training. A proposed training schedule is given below –

Sl. No.	Training Type	Tentative No. of trainees per batch	No. of Batches	Min. No. of Days per Batch
1	Proposed Solutions (Management Training)	10	1	2
2	Proposed Solutions (Core Team Training)	15	1	5
3	Proposed Solutions (User Training)	25	5	3

- x. The bidder shall be responsible for preparing, circulating, and collecting training feedback forms from the participants.
- xi. The feedback forms will be prepared by the bidder, reviewed, and given to NEDFi. The changes, if any, suggested by NEDFi or its consultants, should be incorporated and implemented by the Vendor.

**vi. Go-Live Preparedness and Go-Live**

- i. Bidder shall prepare and agree with NEDFi, the detailed plan for Go-Live with details of modules.
- ii. The Bidder shall define and agree with NEDFi, the criteria for Go-Live and the timelines for the same.
- iii. Corrective measures should be implemented by the bidder for the proposed solutions under technical supervision of NEDFi.
- iv. Bidder shall submit signed-off UAT report (issue closure report) ensuring all issues raised during UAT are being resolved/ or suitable workaround provided prior to go-live.
- v. Bidder shall ensure that Go – Live criteria as mentioned in Go – Live plan is met and take approval from NEDFi on the same.
- vi. Go-live of the application shall be done as per the finalized and agreed upon Go-Live plan
- vii. Bidder shall be responsible for rolling-out the said solution in new branch/ location opened by NEDFi during the contract period of the bidder.

**8.9 To Provide Support Services by Bidder**

a. Ongoing operations - This section of the on-going operations is broadly classified under three (3) categories of services that the bidder is required to offer:

- i. Application management services
- ii. Domain services
- iii. Cross functional services

Bidder should provide portal for call logging/ticket generation for any issues, bug fixing, new features require by the end user. User should be able to track the call till closure through this portal. SLA mentioned in the RFP for support services shall be calculated from this portal. SLA report should be generated from the same portal.

**i. Application Management Services**

- The bidder is required to ensure application performance based on the business availability through its proposed solution architecture and environment. Application performance needs to be observed, optimized based on the defined threshold of business operations
- The bidder is required to provide application management services for proposed.
- Support & management of middleware are also a part of bidder's scope
- The bidder shall update the UAT & training servers periodically with updated Integrated Solution data to ensure simulated current environment for UAT & testing of Integrated Solution functionalities
- The Bidder shall be able to synchronize application management with IT infrastructure management. Deliverables for Application support shall include but not limited to:
  - a) Performance monitoring & management of application
  - b) Installation & configuration of application
  - c) High availability installation & configuration
  - d) Application patch management and version control
  - e) Deployment of objects in application server
  - f) Trouble shooting application server product related issues

- g) Start, stop, and manage application services
- h) Configure and manage application web server
- i) Configure and manage HTTP/HTTPS
- j) Un-installation and reinstallation of application & middleware if required
- k) Service Improvement Plan (SIP) & performance management
- l) User management
- m) Support to any errors and problems
- n) Knowledge bank
- o) Perform DC – DR drills
- p) Monitor alert notifications, checking for impending problems, triggering appropriate actions
- q) Provide support for integrated & other applications; and
- r) Support in parameterization of products.

- Bidder shall provide relevant reports for the previous month in the 1<sup>st</sup> week of every month and same needs to be jointly reviewed by bidder and NEDFi within next 3 working days. The reports shall be benchmarked against the service levels defined in Service Level Agreement, and penalty shall be calculated based on the level of deviation from service levels defined. The bidder is required to submit the list of reports to track performance on service levels for all services under scope of this RFP.

## ii. Database Management Services

The scope of the database management services includes all data and database management activities on the production, non-production and disaster recovery environment that will be included as part of this service. The expected database management services can be further defined by the following high level service requirements:

Service Requirements	Description
<b>Build, Installation</b>	Definition/installation/creation of databases with suitable hardening procedures.
<b>Database Performance Management</b>	Fine tune and resolve performance issues through performance tuning and optimizations.
<b>Database Capacity Management</b>	Estimate & deploy database requirements based on performance and Business projections.
<b>Database Monitoring and administration</b>	Provide the required operational support to monitor NEDFi database environments. Bidder shall maintain DAM tool and provide database activity monitoring report to NEDFi on monthly basis or as and when necessary.
<b>Backup and restore</b>	Refers to the successful backup and restoration of the database instances as defined in point no. 8.10.
<b>Access management</b>	Management of the granting, removal, monitoring and editing of access rights allocated to the database environments.
<b>Database ad hoc support</b>	Processes to perform database upgrades, performance tuning and repairing a database.
<b>DC and DR testing</b>	Create, implement and validate database recovery solutions. Support during DR testing and during actual DR situations.

### iii. Cross Functional Services

Over and above the defined scope of services within above mentioned services, the bidder shall provide the IT support service management activities required to effectively manage the services required in a consistent, efficient and reliable manner and is able to meet the desired service levels.

The cross functional services are mentioned below:

Service	Description
<b>Incident management and IT Infrastructure Support Services</b>	<p>Incident management refers to an unplanned interruption to an IT service or a reduction in the quality of service. The objective of incident management is to restore normal operations as quickly as possible with the least possible impact on either the business or the user.</p> <p>All support will be the Bidder's responsibility. The bidder shall also take into account that a 24x7x365 support service is required. Bidder will raise tickets with respective OEMs &amp; track the same till resolution.</p>
<b>Change Management and Release Management</b>	<p>Change management will protect the production environment and its services. All changes to configuration Items must be carried out in a planned and authorized manner. This includes identifying the specific configuration Items and IT services affected by the change, deploying the change, testing the change on UAT environment, and having a roll back plan shall the change result in an unexpected state of the Service.</p> <p>Release management will take a holistic view of a change to an IT service and to verify that all aspects of a Release, both technical and non-technical, are considered.</p>
<b>Service Level Management</b>	<p>Service level management will maintain and gradually improve business-aligned IT service quality through a constant cycle of agreeing, monitoring, reporting, and reviewing IT service achievements and through instigating actions to eradicate unacceptable levels of service</p>

#### a) Performance measurement and reporting

The bidder shall be required to provide reports on a regular basis relating to the performance and quality of the IT services provided and the performance of the service being delivered.

It will be expected that the bidder shall be proactive in identifying avenues for further improvements in the delivery of the services.

Service Requirements	Description
<b>General Performance Management</b>	Assess and publish matrix on the quality of services being provided.
<b>Reporting</b>	Provide performance management reports to NEDFi as per the periodicity mentioned in the RFP or on the mutually agreed periodicity for reports wherein periodicity is not mentioned in the RFP.

The bidder is required to perform the performance analysis of the in-scope application and database.

b) Change management and release management:

As part of the change management process the bidder is expected to perform the following activities:

Service Requirements	Description
<b>Initial user request</b>	<ol style="list-style-type: none"> <li>1. In case of changes required to application software, the user shall submit the requirements to NEDFi IT team. The bidder must populate the 'change requirement' form.</li> <li>2. The requirements could relate to changes required in the operational infrastructure to support new/existing requirements or frequent error messages indicating that some parts of the programs are incorrect.</li> <li>3. The requirements could relate to additional features required to be built in the system or changes forced by the regulatory body as well as suggestions from the relevant stakeholders.</li> </ol>
<b>Approval of request</b>	<ol style="list-style-type: none"> <li>1. Once NEDFi provides the go ahead, the bidder along with the bidder team, shall conduct a feasibility analysis.</li> <li>2. Subject to the outcome of the feasibility study, the request shall be forwarded to the relevant team.</li> <li>3. An enterprise-wide, standard naming convention for each application's change requests must be adopted by the Bidder. This naming convention shall clearly and unambiguously highlight the respective application's name, module name and the version number.</li> <li>4. The Bidder, shall collate the relevant information to assist NEDFi in analysing the change request based on the following: <ul style="list-style-type: none"> <li>➤ Criticality and need for program change</li> <li>➤ Exploring new ways of getting the same functionality within the existing set up</li> <li>➤ Building workarounds</li> <li>➤ Effect on other modules/ menu options/ business process – impact analysis; and</li> <li>➤ Any possible effect on existing control procedures.</li> </ul> </li> </ol> <p>The bidder shall formally provide its recommendations to NEDFi.</p>
<b>Documenting the changes</b>	<ol style="list-style-type: none"> <li>1. The bidder shall maintain the documentation related to the Proposed Solution and accordingly make the necessary modifications/updates as and when changes are made to programs.</li> <li>2. The bidder must ensure that the user operating manual as well as system documentation are updated on a timely basis. The responsibility of maintaining the above documents is with the bidder.</li> </ol>

### c) Service Level Management

The objective of the Service Level Management process is to manage and maintain the quality of IT services delivered to NEDFi's end-users. The process shall also seek to improve the quality of service delivered to the end-users by reviewing the level of performance achieved by the facility service managers.

The bidder(s) is expected to design and implement a Service Level Management process to enable both the end-user and the bidder(s) to have a clear understanding of the expected level of delivered services by documenting these goals in formal documents.

The bidder is expected to perform the following activities in relation to Service Level Management with other IT processes:

1. Incident management service:
  - Monitoring and reporting on threshold breaches in agreements and notifying support officers, when escalations and breaches occur
  - Providing information on historical data and trends
  - Providing the interface with customers on the level of services provided
  - Recording escalation actions and activities to maintain the service commitment under an SLA with NEDFi.
2. Problem Management service:
  - Identifying the underlying cause of incidents and problems to minimize their recurrence
  - Providing statistics, trends and historical data and assisting with Service Level Management reporting.
3. Change management service:
  - Providing information on the effect of changes on the IT infrastructure and the impact on service level targets before and after these changes are implemented
  - Tracking improvement in services since service levels are clearly defined.
4. Configuration management service:
  - Identifying the services affected by faulty configuration implementations
  - Identifying components/ functions that combine to deliver a business function/service so that underlying agreements can be set up.

### 8.10 Backup Service

The Bidder shall define data backup and recovery requirements. These requirements should cover the following at a minimum:

1. Identify the data backup technique which best suits the needs of NEDFi for the solution.
2. Install, configure, test and manage any tools that may be required for data backup and recovery, such as those for writing the same data to multiple storage devices at the same time.
3. Restore data to the database, as appropriate while ensuring that there is no loss of information / data.
4. Development of procedures and templates. Periodically conducting restoration drills, recording the results and reporting the results to NEDFi.
5. Execute backup and recovery procedures
6. Restore required files and data sets
7. Performing mock system failure and then data restoration drills on periodic basis
8. The Backup window should be 2 hours and restoration window should not be more than 4 hours.
9. The bidder must provide Backup Application / tool for data backup at Data Centre.

10. The Bidder should store the Backup data in proper format and the same is to be provided to NEDFi as and when required by NEDFi.

The expected data backup interval and data volume is mentioned below for sizing of solution. However, bidder may propose higher sizing with adequate justification.

Description	Total Data Retention	Total Data Copies	Remarks
Daily (Incremental) Backup	7	0.07	
Weekly Backup	5	5	
Monthly Backup	4	4	
Quarterly Backup	5	5	
Yearly Backup	5	5	Milestone Backup
Total copies needed		19.07	
Expected Data Volume in Storage			Bidder to propose
Total Data size			Bidder to propose
Expiring buffer @20%			Bidder to propose
Recommended min capacity			Bidder to propose



## 9. Project Timeline

### 9.1 Scheduled Timeline

The selected bidder will provide support as per the scope of the RFP till the tenure of the contract

S.no	Milestones	Activity	Timeline							
			1W	2W	4W	2M	3M	4M	6M	n....
1	Onboarding of Project Team including of Project Team Leads	The Project Team along with leads should be mobilized and on-boarded within 1 week from the release of PO by NEDFi								
2	Current State & BRD Preparation	Business Analyst Team will understand the policies, procedures and current lending process of NEDFi and accounting practices, gather the requirements and will prepare the Business Requirement Document considering global best practice followed in BFSI Industry in consultation with NEDFi.								
3	Infrastructure readiness at DC & DR	Readiness of all proposed infrastructure at DC & DR including UAT platform (installation of LLMS, Accounting Software & other applications)								
4	Product Readiness as per NEDFi's requirements	Readiness of LLMS, Accounting Software along with other applications as per NEDFi's requirements in line with FTR and BRD								
5	Migration	The migration from legacy application data to new LLMS and Accounting Software with data cleaning, reconciliation								
6	Pre-UAT Task	The User acceptance test for LLMS, Accounting Software along with other applications								
7	UAT	Readiness of product within 5 months from release of PO by NEDFi								
8	Final Migration & GO LIVE	The proposed migration and go-live of all proposed applications (LLMS, Accounting Software etc.) within 6 months of release of PO from NEDFi								
9	Ongoing Operations	The bidder will provide the ongoing operations support till the tenure of the contract.								

## 9.2 Liquidated Damages & Penalties & Termination on Default

NEDFi shall levy penalty/liquidated damages on the bidder to the extent of 0.5% of the value of the delayed deliverables for each day of delay in Go-live subject to maximum 10% of the total cost of ownership (contract value). However, imposing penalty shall be at the discretion of NEDFi.

In case of any delay beyond 3(three) months, NEDFi shall issue notice of termination, and cancel the contract on completion of one month of notice, and also invoke the performance security.

## 10. Evaluation Process

The competitive bids shall be submitted in three stages:

- Stage 1 – Eligibility criteria
- Stage 2 – Technical Bid
- Stage 3 – Commercial Bid

### 10.1 Objective of Evaluation Process

- a. The objective of the evaluation process is to evaluate the bids to select an effective and right fit solution at a competitive price. The evaluation by NEDFi will be undertaken by an Internal Committee formed by NEDFi. NEDFi may also engage External Experts/ Consultants on the evaluation process. The decision of the committee shall be final.
- b. Each recipient acknowledges and accepts that NEDFi may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of solution, not limited to those selection criteria set out in this RFP document.
- c. Through this RFP, NEDFi aims to select a bidder/ application provider who would undertake the supply, implementation and maintenance of the required solution. The bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The bidder is expected to commit for the delivery of services with performance levels set out in this RFP in **section 11: Service Levels Agreement**

### 10.2 Normalization of Bids

NEDFi will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are on the same technical ground. After the normalization process, if NEDFi feels that such normalization has a bearing on the commercial bid; NEDFi may at its discretion ask all the technically shortlisted bidders to resubmit the updated technical and commercial bids for scrutiny. NEDFi can repeat this normalization process at every stage of technical evaluation till NEDFi is reasonably satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to NEDFi during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned bidder.

NEDFi may drop any component of the proposed solution during normalization period prior to finalization of order or delay its procurement at NEDFi's sole discretion.

During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for

clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

The Bidder may highlight the noteworthy/superior features of their Software Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.

### 10.3 Technical Bid Evaluation

NEDFi may call for any clarifications/ additional particulars required, if any, on the technical bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. NEDFi reserves the right to call for presentation(s), product walkthroughs/demonstrations, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. **Technical Evaluation Process**

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

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

Parameter	Maximum Score
Functional and Technical Requirements Evaluation	30
Bidder's capability & experience	30
Technical Presentation and Product Demonstration	40
<b>Total</b>	<b>100</b>

Bidder should ensure that any critical noncompliance against **Annexure 15 - Functional & Technical Requirements** may lead to disqualification.

**Bidders scoring a minimum score of 70% i.e., an overall score of 70 marks or more will be declared technically qualified.**

Detailed Technical Evaluation Parameters:

S. No.	Technical Evaluation	Evaluation Approach
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1	Compliance to Annexure 15 – Functional & Technical requirements	<p>➤ The Bidder is required to submit the compliance to <b>Annexure 15- Functional &amp; Technical requirements. (Max 30 Marks)</b></p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>➤ Deviations and non-conformance to requirements in the RFP shall be led to reduction in score</li> <li>➤ Unreasonable scope limitations which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of NEDFi</li> <li>➤ The LLMS Solution and all other application shall comply 100% requirement.</li> <li>➤ The total marks of the annexure will be scaled down on a scale of <b>30 marks.</b></li> </ul>
2	Bidder's capability and experience	<ul style="list-style-type: none"> <li>➤ The Prime bidder should have prior experience of Implementation &amp; management of Lending Life Cycle Management System in at least two (2) Non-Banking Financial Organization (NBFC) or banks (excluding Co-operative Bank) with loan portfolio size of minimum INR 4,000 Crores each. <ul style="list-style-type: none"> <li>a. <b>10 Marks:</b> If the bidder provides credentials for three (3) Non-Banking Financial Institutions with minimum Loan portfolio size of INR 4,000 Crores or two (2) Non-Banking Financial Institutions with minimum loan portfolio size of INR 4,000 Crores and one (1) in Banking Sector (excluding Cooperative Banks).</li> <li>b. <b>7 Marks:</b> If the bidder provides credentials for at least two (2) Non-Banking Financial Institutions with loan portfolio of INR 4000 Crores or (02) in Banking Sector (excluding Cooperative Banks).</li> </ul> </li> <li>➤ The bidder should have executed two LLMS Projects with total value of INR 5 crores+ in BFSI Sector during last Five years in India <ul style="list-style-type: none"> <li>a. <b>10 Marks:</b> If the bidder provides credential for more than two (2) LLMS projects with total value above INR 5 Crores in BFSI Sector.</li> <li>b. <b>7 Marks:</b> If the bidder provides credential for at least two (2) LLMS Projects with total value of INR 5 Crores in BFSI Sector</li> </ul> </li> <li>➤ The proposed LLMS Solution should have Mobile Apps (Android &amp; iOS) &amp; integration with multiple 3<sup>rd</sup> Party's Realtime interfaces. The bidder should have implemented Mobile Apps along with LLMS Solutions at least in two Non-Banking Financial Institutions in India <ul style="list-style-type: none"> <li>a. <b>5 Marks:</b> If the bidder provides credential for more than two (2) Non-Banking Financial Institutions</li> <li>b. <b>4 Marks:</b> If the bidder provides credentials for at least two (2) Non-Banking Financial Institutions.</li> </ul> </li> </ul>

		<p>➤The Prime bidder or consortium partner should have implemented the proposed accounting application in at least two BFSI organizations having minimum 50 branches in India.</p> <ol style="list-style-type: none"> <li>5 Marks: If the bidder provides credentials for more than (2) organizations as above.</li> <li>4 Marks: If the bidder provides credentials for at least two (2) organizations as above.</li> </ol> <p><b>(Maximum Marks 30)</b></p>
3	Technical Presentation & Product Demonstration	<p>All eligible bidders will be required to make presentations to supplement their bids, showcase overall solution proposed. NEDFi will schedule presentations and detailed product walkthrough/demonstrations which shall showcase the functionalities of the proposed solution in a real time environment. The date, time and location for presentation and product walkthrough/demonstration will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to NEDFi may result in rejection of the proposal.</p> <p>Bidder is expected to cover the following point in its presentation:</p> <ol style="list-style-type: none"> <li>Understanding of the project</li> <li>Bidder's capability</li> <li>Approach and Methodology with capability of SaaS model implementation.</li> <li>Project delivery plan</li> <li>LLMS Product Demonstration (30 marks)</li> <li>Accounting Application Product Demonstration (10 marks)</li> </ol> <p><b>Maximum Marks 40</b></p>

#### 10.4 Commercial Bid Evaluation

It may be noted that commercial bids will be subjected to following evaluation process. Bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be only short-listed for commercial evaluation.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Annexure 16 "Commercial Bill of Material". The commercial offer should consist of comprehensive Cost for proposed solution. Bidder must provide detailed cost breakdown, for each category mentioned in the commercial bid. NEDFi will determine whether the Commercial Bids are complete and unconditional or unqualified. The technically qualified bidders will be required to participate in the commercial bid opening. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

##### Commercial Bid Evaluation Considerations

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

- a. If there is a discrepancy between words and figures, the amount in words shall prevail.
- b. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- c. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of NEDFi, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail
- d. Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail
- e. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
- f. If there is a discrepancy in the total, the correct total shall be arrived at by NEDFi
- g. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- h. At the sole discretion and determination of NEDFi, NEDFi may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- i. During the process of technical/commercial evaluation, if NEDFi decides to withdraw any collateral item offered in the proposal, the commercial value of that item will be reduced from the commercial offer of all the bidders and TCO will be recalculated accordingly.
- j. NEDFi may drop any component of the proposed solution prior to finalization of order or delay its procurement at NEDFi's sole discretion.
- k. NEDFi 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.
- l. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.

- m. NEDFi shall not incur any liability to the affected bidder on account of such rejection.
- n. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. NEDFi will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

## 10.5 Evaluation Mechanism

Final Evaluation – Weighted Techno-Commercial Evaluation

The score(s) will be calculated for all technically qualified bidders using the formula: -

$$S = \left( 0.3 \times \frac{C_{\text{minimum}}}{C_{\text{quoted}}} \right) + \left( 0.7 \times \frac{T_{\text{obtained}}}{T_{\text{highest}}} \right)$$

(Minimum Commercial Quote/Quoted Price) x30% + (Technical Score/Highest Technical Score) x 70%

(Technical will carry 70% weightage and Commercial will carry weightage of 30%)

Highest scores obtained using the above method shall be declared as L-1 bidder.

In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared L-1 bidder.

**Bidder who is declared as L1 bidder may be called for negotiation before awarding the contract. It may be noted that NEDFi will not entertain any price negotiations with any other bidder.**

NEDFi reserves the right to float the RFP again. NEDFi shall not incur any liability to the bidder(s) on account of reissue of RFP. NEDFi shall not be obliged to inform the bidder(s) of the grounds for NEDFi's rejection. NEDFi reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of following:

- a) If none of the bidders qualify in the technical bid evaluation.
- b) If only one bidder qualifies in the technical bid evaluation.
- c) If selected bidder fails to execute the agreement within the time limit stipulated. Any decision in this regard by NEDFi shall be final, conclusive, and binding to the bidders.

NEDFi may call upon the ultimate short-listed bidder to make a detailed presentation to the Board of Directors of NEDFi.

The L-1 vendor shall be decided based on the Techno-Commercial evaluation as mentioned in the RFP document.

The bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.

If any vendor fails to quote against any of the services sought by NEDFi, it will be presumed by NEDFi that the cost of such items is included in the overall cost and will not accept any plea or excuse from the vendors later and such services must be provided to NEDFi without any extra cost along with all other services.

## 11. Service Level Agreement (SLA)

### 11.1 Service Description

As a part of Service Level Agreement, following are the description of the SaaS Services to be delivered under the agreed Statement of Work for SaaS Services.

#### 11.1.1 Infrastructure & Application Support

##### a. Infrastructure Services:

- i. Infrastructure shall be monitored 24\*7; and shall have 24\*7 accessibility for raising incidents.
- ii. Bidder shall propose, provision, monitor and maintain required Production Environment for DB Server, Middleware Server (if any), MIS Server (if any), Application Servers, Test/UAT environment, Training server, periodical data restoration environment, API gateways environment with adequate sizing for the proposed solution during entire project tenure for both Primary and DR Sites.
- iii. Uptime SLA for the overall LLMS business service / application availability in production environment, excluding scheduled downtime shall be 99.95%
- iv. Uptime SLA for other business services / application availability in production environment, excluding scheduled downtime shall be 99.95%
- v. After the project go-live, the Service downtime in SaaS Environment for scheduled system updates and maintenance operations shall be limited to 3 hours per year.

##### b. Application Support Services:

Bidder's application support services shall be as follows:

- i. 24\*7 incident support for Application monitoring and cloud operations shall be provided
- ii. Application level 2 onsite support shall be provided during business working hours for all working days (9.00 AM to 7:00 PM)
- iii. Bidder's application monitoring service shall invoke the level 2 support teams round the clock for any emergency incidents
- iv. Critical services include production support incident tracking.
- v. Bidder's Application support team shall co-ordinate directly with hybrid infrastructure team for infrastructure related issues.
- vi. Incidents are also automatically logged due to alerts raised in application monitoring with an appropriate severity level.

#### 11.1.2 Performance of the Software in SaaS Model

The SaaS solution shall perform the functions as per NEDFi's requirements for LLMS and Accounting application as defined in the Service Agreement and relevant SoW(s).

This section describes the targets and SLAs for GUI, API and batch processing of the SaaS Solution.



In the context of GUI and APIs requests, the response time is measured from the time the request is received by the SaaS Solutions Web Server till the time the response is returned from SaaS Solution's Web Server.

The SLAs are as applicable for standard product APIs out of the box and for custom APIs developed by the selected vendor on SaaS Solution for NEDFi. Considerations for Customer specific overheads like authentication, authorization and data access controls etc. needs to be reasonably accounted for on top of the below mentioned SLAs.

The SLA mentioned below is for a peak of 300 logged in users for LLMS and 30 logged in users for Accounting Application on SaaS GUI, peak business transaction per second of 300 from GUI and APIs for LLMS and peak business transaction per second of 25 from GUI and APIs for Accounting Application.

- i. Response time for LLMS applications on SaaS model GUI functions related to business operations must not exceed 1 second for 80% of the requests and not exceed 1.5 seconds for 95% of requests.
- ii. Response time for accounting application on SaaS model GUI functions related to e operations (setup, exception queues, list queries etc.) must not exceed 1.5 second for 80% of the requests and not exceed 2 seconds for 95% of requests.
- iii. 99% of requests for most critical APIs must have a response time of max 100 milliseconds.
- iv. NEDFi and selected bidder will discuss the APIs in detail during the implementation phase and classify them after understanding aspects related to business criticality - customer servicing, internet / mobile channel services, implementation, etc., and accordingly agree for classification.
- v. Online API call SLA report shall be available to the NEDFi on a daily level.

#### **End of Day batch processing**

End of day batch processing comprises of the batch processes that come under “end of day” or “begin of day” jobs that are run on the applications on SaaS model. The beginning of the end of day processing is dependent on completion of related processing in other applications in Customer's IT landscape. The batch processes have additional processing load on end of month, end of quarter, or end of year. Hence a separate SLA is defined for these days.

- i. On a normal day, the delivery of extracts to general ledger should be completed within 60 minutes to 120 minutes from the beginning of the end of day processing.
- ii. On end of months, the delivery of extracts to general ledger should be completed within 2 hours from the beginning of the end of day processing.

#### **11.2 Service Levels:**

The project is service-oriented and the operational portion of the agreement between NEDFi and the bidder will be in the form of a Service Level Agreement (SLA). The SLA specifies the expected levels of service to be provided by the bidder's to NEDFi. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties as specified in the following sections.

This section indicates the suggested SLA between NEDFi and the selected bidder for the project. A set of parameters has been identified as key to the successful implementation of the Project. If the performance of the bidders in respect of any parameter falls below the prescribed tolerance limit, a penalty is imposed for the breach. All the payments to the bidder are linked to the compliance with the SLA metrics specified down in this section. During the contract period, it is envisaged that there could

be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e., NEDFi and the selected vendor.

This section describes the service levels to be established for the services offered by the selected vendor. Selected Vendor shall monitor and maintain the stated service levels to provide quality service.

### Penalties & Service Level Agreement

Selected Bidder shall have to enter “Service Levels Agreement” with NEDFi covering all terms and conditions of this tender while providing the service support and onsite support. Once go live of application, the services should be available on 24\*7\*365 basis and hence any technical problem should be resolved within 30 minutes of first incident report.

The selected bidder is expected to response and resolve issue within prescribed time frame based on the severity description decided by NEDFi mentioned above and needs to strictly adhere to Server Level Agreement (SLA).

NEDFi would expect from the bidder to commit to the service level assurances. The bidder shall commit to maintain uptime of 99.95% and above per month.

The SLA will be reviewed monthly. Penalties will be applicable due to downtime of software application.

The bidder shall guarantee 99.95% uptime required for the proposed solution. The bidder shall be liable for penalties for uptime maintained below 99.95% in a quarter. Penalties for downtime are as follows:

- Critical: Any incident which fall under the following categories will be termed as critical.
  - i. Any problem due to which Business transactions & Customer servicing are getting hampered
  - ii. Failure of any of the middleware/interface component due to which the business facing solution is not functioning
  - iii. Interruption making any functionality inaccessible or services unavailable. There is no possible alternative to make the solution available to the end users
- Key: Any incident pertaining to User Management or any problem due to which non-business/non-client facing applications are getting hampered
- Significant: Any incident which fall under the following categories will be termed as significant.
  - i. All other residuary business infrastructure not defined in “Critical” and “Key” or.
  - ii. Any incident which is classified as “Key” for which an acceptable (by NEDFi) workaround has been provided or Any problem which does not have any major impact on daily operation however the same need to be resolved on priority

### Response/ resolution time for technical problem in Application & infrastructure

Sr. No.	Type of Incident	Response Time	Resolution Time	Penalty
1	Critical	15 minutes from call logged	<= 0.5 Hours	<ul style="list-style-type: none"> <li>Incident Management: Critical Incidents to be addressed within 15 minutes of the occurrence of the issue and a workaround is to be provided within 30 minutes to mitigate the issue. Resolution for the issue is to be provided between 24 to</li> </ul>

				<p>48 hours (maximum 2 days) of the occurrence of the issue.</p> <ul style="list-style-type: none"> <li>Penalty for LLMS: The bidder will be liable to pay a penalty of Rs. 10,000/- per day for the delay in providing permanent solution beyond the resolution time of 2(two) days.</li> <li>Penalty for Accounting: The bidder will be liable to pay a penalty of Rs. 5,000/- per day for the delay in providing permanent solution beyond the resolution time of 2(two) days.</li> </ul>
2	Key	30 minutes from call logged	<= 6 Hour from the time of incident logged at the Helpdesk	<ul style="list-style-type: none"> <li>Incident Management: Key Incidents to be acknowledge within 30 minutes of the occurrence of the issue and a workaround is to be provided within 6 hours to mitigate the issue. Resolution for the issue is to be provided between 24 to 72 hours (maximum 3 days) of the occurrence of the issue.</li> <li>Penalty for LLMS: The Bidder will be liable to pay a penalty of Rs. 7, 500/- per day for the delay in providing permanent solution beyond the resolution time of 3(three) days.</li> <li>Penalty for Accounting: The Bidder will be liable to pay a penalty of Rs. 4000/- per day for the delay in providing permanent solution beyond the resolution time of 3(three) days.</li> </ul>
3	Significant	45 minutes from call logged	<=2 Days from time of incident logged at the Helpdesk	<ul style="list-style-type: none"> <li>Incident Management: Significant Incidents to be acknowledge within 45 minutes of the occurrence of the issue and a workaround is to be provided within 2 days to mitigate the issue. Resolution for the issue is to be provided within 4 days of the occurrence of the issue.</li> <li>Penalty for LLMS: The Bidder will be</li> </ul>

				<p>liable to pay a penalty of Rs. 5,500/- per day for the delay in providing permanent solution beyond the resolution time of 4(four) days.</p> <ul style="list-style-type: none"> <li>Penalty for Accounting: The Bidder will be liable to pay a penalty of Rs. 3000/- per day for the delay in providing permanent solution beyond the resolution time of 4(four) days.</li> </ul>
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#### Uptime of Application & Infrastructure

Sl. No	Uptime availability	Penalties
1	Uptime >= 99.95%	No Penalty
2	99.5% <= Uptime < 99.95 %	2 % of total cost of quarterly payment (if any)
3	99% <= Uptime < 99.5	5 % of total cost of quarterly payment of or part there of
4	Uptime < 99%	10% of total cost of quarterly payment

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent payment. The SLA charges will be subject to an overall cap of 10% of the Monthly Maintenance Charges and thereafter, NEDFi has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99 % for three (3) consecutive months, NEDFi shall have the right to terminate the contract. In case if there is no pending invoices to be paid by NEDFi to the vendor, the vendor has to submit a pay order/ cheque/ NEFT-RTGS payable to NEDFi within 15 days from the notice period from the Bank.

Note: SLA related to Reconciliation may change during the project tenure based on statutory authority regulation.

## 12. Instructions to the Bidders

### 12.1 Two-Bid System Tender

1. Bidders are required to submit the Eligibility Bid, Technical Bid and Commercial bid in physical form as per the submission timeline. The Language of Bid should be in English.
2. The bidder shall take care of submitting the Bid properly filed so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection.
3. The tender not submitted in the prescribed format or incomplete in any aspect is liable for rejection. NEDFi is not responsible for non-receipt of bid within the specified date and time due to any reason including postal delays or Holidays.

### 12.2 Submission of Technical Bid

1. The Bidders shall submit the Technical Bid in sealed envelope. If the bid is found to be not properly sealed, the bid is liable for rejection. The envelope containing technical bid shall be marked as **“TECHNICAL BID FOR SELECTION OF LLMS & GENERAL ACCOUNTING SOLUTION PROVIDER ON SAAS MODEL”**.
2. All the formats need to be filled in exactly as per the pro-forma given in the Annexures and any deviation is likely to cause rejection of the bid.
3. NEDFi shall not allow/permit changes in the technical specifications once it is submitted.
4. The offer may not be evaluated by NEDFi in case of non-adherence to the format or partial submission of technical details as per the format given in the RFP.
5. Non-submission or partial submission of the information along with the offer may result in disqualification of the bid of the concerned bidder.
6. The Technical Bid must not contain any price information.
7. The Technical Bid shall comprise of:

Sr.No.	Particulars	Annexure / Documents
1	Bid Form	Annexure - 1
2	Earnest Money Deposit Form	Annexure - 2
3	Bidder's Information	Annexure - 3
4	Confirmation to Eligibility Criteria	Annexure - 4
5	Letter of Confirmation	Annexure - 5
6	Letter of Conformity with Hardcopy	Annexure - 6
7	Manufacturer's Authorization Form (applicable for the accounting application offered from different OEM)	Annexure - 7
8	Format of Pre-bid Query	Annexure - 8
9	Non-Disclosure Agreement	Annexure - 9
10	Format for Performance Bank Guarantee	Annexure - 10
11	Deviation Requested on the Terms & Conditions, Services and Facilities Provided	Annexure – 11
12	Proposed Consortium Details	Annexure – 12
13	Reference Site Details	Annexure – 13
14	Authorization Letter	Annexure – 14
15	Functional and Technical Specifications	Annexure - 15 Functional & Technical Requirements

16	Commercial Bill of Material	Annexure - 16 Commercial Bill of Material
17	Covering letter in Company's letter head duly signed by authorized signatory with name, title, and seal	Copy of Power of attorney to be submitted
18	Bidder's proposed methodology/approach for providing services to NEDFi with respect to the scope of work	Approach Document
19	Balance sheet & P/L Statement of last three financial years	Audited Balance sheet, P&L
20	A true copy of Registration certificate & list of offices in India	For Company
21	Technical Offer Details	Technical Details
22	Masked Commercial Bill of Material	Masked BOM
23	The Prime Bidders are requested to provide the DC & DR details where the application is hosted to comply the clause 8.2 and provide the technical details about infrastructure, application architecture, Database architecture etc. along with Technical bid.	True copy of all valid certificates along with Technical writeup
24	If the accounting application provided by the consortium partner and the proposed accounting application hosted in different DC & DR where LLMS application is not hosted, then the prime bidder has to comply the clause 8.2 and provide the technical details about infrastructure, application architecture, Database architecture etc. along with Technical bid.	True copy of all valid certificates along with Technical writeup
25	Other documents / information as requested in this RFP	Other Documents

8. The bidder shall also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.
9. The bidder should submit the required documents with proper index and page number on each page
10. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. All pages of the Bid except for un-amended printed literature shall be numbered serially and initialled and stamped by the person or persons signing the bid.
11. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
12. Soft copy (in CD/Pen Drive) of complete technical bid shall also be submitted along with hard copy.

13. In addition to the above marking, each envelope must be super-scribed with the following information:

- a. RFP Reference Number.
- b. Name and Address of Bidder.

This will enable NEDFi to return the bid unopened in case it is declared unacceptable for any reason whatsoever.

14. All the inner and outer envelopes shall be addressed to NEDFi at the address given below:

**The General Manager (IT)**  
**North Eastern Development Finance Corporation Limited.**  
**NEDFi House, G.S. Road, Dispur,**  
**Guwahati, Assam-781006**

15. If any inner envelope is found to contain both technical and commercial bids, then that bid will be rejected summarily.

16. Telex, Cable, Facsimile or E-mail Bids will not be accepted.

### 12.3 Submission of Commercial Bid

1. The Bidders shall submit the Commercial Bid in sealed envelope. If above bid is found to be not properly sealed, the bid is liable for rejection. The envelope containing commercial bid shall be marked as: **“Commercial Bid for Selection of LLMS & General Accounting Solution Provider on SaaS Model”**.
2. The bidder should certify that the contents of the CD/Pen drive are the same as that provided by way of hard copy. Letter format for the Bidder’s declaration is given in Annexure 6: “Letter of Conformity with Hardcopy”
3. Please note that if any envelope is found to contain both technical & commercial offer, then that offer will be rejected outright.
4. The envelope must be super-scribed with the following information:
  - a. RFP Reference Number.
  - b. Name and Address of Bidder.
5. Bidder are requested to submit the man days cost for customization effort as per Commercial Bill of Material which will be considered for overall TCO calculation. However, the same cost will be applicable as and when required basis during the tenure of the contract.
6. The unit cost for branch will be applicable up to 45 branches during the project tenure. Additional branch cost beyond the specified 45 branches will be decided on mutual agreement during the tenure of the contract

### 12.4 Non-Transferable Tender

This tender document is not transferable. Only the bidder who has submitted the necessary RFP price will be eligible for participation in the evaluation process.

All the terms and conditions mentioned in the RFP will be binding to all the bidders and will also form a part of the contract, to be signed with the successful bidder on the outcome of this tender process.

## 12.5 Erasures or Alterations

The offers containing unauthenticated erasures or alterations will not be considered. Therefore, there should be no unauthenticated handwritten material, corrections, or alterations in the offer. If such unauthenticated erasures or alterations are present these should be initialed by the person or persons authorized for signing the bid. Any deviation may lead to the rejection of the bid.

## 12.6 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and NEDFi will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Bidder is expected to examine all instructions, annexures, scope of the work, terms and conditions etc. in the bidding documents. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in any aspect will be at the Bidder's risk and may result in the rejection of its bid.

## 12.7 Clarification of RFP

A prospective bidder requiring any clarification of the RFP may notify NEDFi in writing, by e - mail at NEDFi's mailing address indicated in the Request for Proposal (RFP). NEDFi will respond to any request for clarification of the RFP which it receives prior to the date of Pre-Bid Meeting.

## 12.8 Pre-Bid Meeting

1. The prospective bidders, who wish to participate in this RFP/tender shall be permitted to attend a pre-bid meeting to be held as indicated in the RFP after publication of RFP and well before the last date for receipt of bids. The bidder is required to submit the non-refundable Tender Fees worth INR 5,900/- (Rupees Five Thousand Nine Hundred Only including GST) vide Demand Draft/ Banker Cheque/NEFT/RTGS on or before the Pre bid Meeting to participate in the pre-bid meeting. Maximum of 2 (two) representatives of each prospective bidder will be permitted to attend the pre - bid meeting. However, NEDFi, at its discretion, may permit any additional representative of any prospective bidder to attend the pre-bid meeting.
2. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. The issues/questions to be raised must be submitted through email to [it@nedfi.com](mailto:it@nedfi.com) . NEDFi will have liberty to invite any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
3. Any modification of the RFP, which may become necessary as a result of the Pre -bid meeting, shall be made by NEDFi exclusively through the issue of an addendum and will be published on the website of NEDFi, allowing at least 04 (four) days prior to the last date for receipt of bids.
4. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder. However, bidder may direct submit RFP response without participating in pre-bid meeting and in this case the non-refundable tender document cost should be submitted with technical bid response.



## 12.9 Amendment in RFP

At any time prior to the deadline for submission of bids, NEDFi, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment.

All prospective Bidders who have purchased the RFP will be notified of the amendment by e -mail or through addendum published on NEDFi's website and will be binding on them.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, NEDFi, at its discretion, may extend the deadline for the submission of bid.

## 12.10 Language of the Bid

The bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder & NEDFi shall be written in English.

## 12.11 Bid Validity

Bid shall remain valid for a period of 180 days from the date of opening of Technical Bid.

## 12.12 Bid Security – Earnest Money Deposit

- a. The bidder shall furnish as part of its bid, bid security of INR 5,00,000/- (Rupees Five Lakhs Only).
- b. The bid security shall be denominated in INDIAN RUPEES only and should be in the form of DD /Banker Cheque issued by a Scheduled/ Commercial Bank or through RTGS/NEFT as per given format (**Annexure 2- "Ernest Money Deposit"**) provided in the RFP and valid for forty-five (45) days beyond the validity of the bid.
- c. Any bid not secured in accordance with **Clause -12.12(a) and 12.12(b)** above will be rejected by NEDFi as non-responsive.
- d. The Bid Security submitted by the bidder will be forfeited if:
  1. The bidder withdraws its tender before processing of the same.
  2. The bidder withdraws its tender after processing but before acceptance of "Letter of appointment" issued by NEDFi.
  3. The selected bidder withdraws its tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- e. The bid security will be refunded to:
  1. The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee amounting to 5% of the contract value for the period of Sixty-Six Months 66 months .
  2. The unsuccessful bidders, only after acceptance of the "Letter of Appointment" by the selected bidder.

## 12.13 Performance Bank Guarantee

1. As mentioned above, the Successful Bidder shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) amounting to 5% of the total project cost for 5 years 6 months (including 6 months transition phase) and valid for 66 months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within

- 15 days from the acceptance of the purchase order.
2. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
  3. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
  4. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
  5. In the event of the Successful Bidder being unable to service the contract for whatever reason, NEDFi may invoke the PBG.
  6. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, NEDFi may invoke the PBG.
  7. Notwithstanding and without prejudice to any rights whatsoever of NEDFi under the contract in the matter, the proceeds of the PBG shall be payable to NEDFi as compensation by the Successful Bidder for its failure to complete its obligations under the contract. **NEDFi shall notify the** Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
  8. NEDFi shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by NEDFi due to inadvertence, error, collusion, misconstruction, or misstatement.
  9. The PBG may be discharged / returned by NEDFi after the period of 66 months from the date of issuing the PBG upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

#### 12.14 Deadline for Submission of Bid

Bids must be received by NEDFi at the address specified under **Clause - 12.2, point no:16** and not later than the time and date specified in the RFP or its subsequent addendums. In the event of the specified date for the submission of Bids being declared a holiday for NEDFi, the bids will be received up to the appointed time on the next working day.

NEDFi may, at its discretion, extend the deadline for submission of Bids by amending the RFP in accordance with **Clause - 12.9**, in which case all rights and obligations of NEDFi and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 12.15 Late Bid

Any bid received by NEDFi after the deadline for submission of bids prescribed by NEDFi, in Request for Proposal, will be rejected and returned unopened to the Bidder.

## 12.16 Replacement and Withdrawal of Bid

The Bidder may replace or withdraw its bid after the bid's submission, provided that written notice of the substitution or withdrawal of the bids is received by NEDFi prior to the deadline prescribed for submission of bids.

The Bidder's substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of **Clause – 12.2**. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

No bid can be modified after the deadline for submission of Bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to **Clause - 12.11**

## 12.17 Bid Opening

1. NEDFi will open only the Technical Bids as per the schedule mentioned in RFP. The Commercial bids for technically qualified bidders only will be opened on a later date after the technical evaluation. NEDFi will notify the place, date, and time of opening of the Commercial bids to the technically qualified bidders.
2. Attendance of all the authorized representatives of the bidders who are present at Bid Opening will be taken in a register against name, name of the company and with full signature.
3. Each Bid will be numbered serially, signed, and dated by the three Officers of NEDFi except printed literature, brochure, and reports.
4. Alterations in the bids, if any, made by the bidder / companies would be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/company's representative authorized by the executive who has signed the bid.
5. Wherever any erasing or cutting is observed, the substitute words would be encircled and initiated by NEDFi officer singly and the fact that such erasing / cutting of the original entry were present on the bid at the time of opening shall be recorded.
6. An "on the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared.
7. Bids and modifications if any that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.

## 12.18 Preliminary Examination

1. NEDFi will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
2. Arithmetical errors if any will be rectified on the following basis:

- a. If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
3. If the bidder does not accept the correction of errors as per clause 7.18(b), its bid will be rejected.
4. NEDFi, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid, which does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and NEDFi reserves the rights for such waivers.
5. Prior to the detailed evaluation, NEDFi will determine the substantial responsiveness of each bid to the RFP. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms & conditions of the RFP without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security, Performance Security, Force Majeure, Applicable Laws and Taxes & Duties will be deemed to be material deviation. NEDFi's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
6. If a Bid is not substantially responsive, it will be rejected by NEDFi and may not subsequently be made responsive by the bidder by correction of the non-conformity.

#### **12.19 Non-Payment of Professional Fees**

If any of the items/activities as mentioned in the price bid and as mentioned in **Annexure 16 - "Commercial Bill of Material"** are not taken up by NEDFi during the course of this assignment, NEDFi will not pay the professional fees quoted by the vendor in the Price Bid against such activity/item.

#### **12.20 Assignment**

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

#### **12.21 Sub-Contracting**

The vendor shall not subcontract or permit anyone other than its personnel or related firms / entities to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of NEDFi.

#### **12.22 Limitation of Liability**

The aggregate liability of the vendor in connection with this Agreement, the services provided by the bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including all liability shall be the actual limited to the extent of the total contract value.

### **12.23 Indemnity**

The bidder shall, at its own cost and expenses, defend and indemnify NEDFi against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract.

The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If NEDFi is required to pay compensation to a third party resulting from such infringement etc., the bidder will bear all expenses including legal fees.

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

The bidder shall also be liable to indemnify NEDFi, at its own cost and expenses, against all losses/damages, which NEDFi may suffer on account of violation by the bidder of any or all applicable national/ international trade laws. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by NEDFi or its employees.

### **12.24 Intellectual Property Rights**

The bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.

The bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by bidder in performing its obligations under this Project.

If a third party's claim endangers or disrupts NEDFi's use of the Deliverables, the bidder shall at no further expense, charge, fee or cost to NEDFi, (i) obtain a license so that NEDFi may continue use of the Deliverables in accordance with the terms of this RFP.

Bidder shall indemnify and keep fully and effectively indemnified NEDFi from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by bidder or in respect of any other services rendered under this RFP.

### **12.25 Patent Rights**

The Bidder shall indemnify NEDFi against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, Software package or any part thereof in India and abroad.

In the event of any claim asserted by the third party of infringement of copyright, patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and NEDFi 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. NEDFi will give notice to the Bidder of such claims, if it is made, without delay.

NEDFi will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

## **12.26 Force Majeure**

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

For purposes of this Clause, “Force Majeure” means an event beyond the control of the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of NEDFi in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions.

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

## **12.27 Escrow Mechanism**

NEDFi and the vendor shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the LLMS & General Accounting software product supplied in SaaS Model by the vendor to NEDFi in order to protect its interests in an eventual situation. NEDFi and the vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Cost for the escrow will be borne by the vendor. As a part of the escrow arrangement, the final selected vendor is also expected to provide a detailed code documentation of the LLMS and General Accounting software which has been duly reviewed by an external independent organization.

## **12.28 Bidder’s Integrity**

The bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

## **12.29 Bidder’s Obligation**

The bidder is obliged to work closely with NEDFi’s staff, act within its own authority and abide by directives issued by NEDFi and implementation activities.

The bidder is responsible for managing the activities of its personnel or its representatives and will hold itself responsible for any misdemeanors. The bidder is under obligation to provide all the services as per the contract.

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

## **12.30 Information Ownership**

All information processed, stored, or transmitted by Vendor system belongs to NEDFi. By having the responsibility to maintain the system, the vendor does not acquire implicit access rights to the

information or rights to distribute the information. The vendor understands the civil, criminal, or administrative penalties may be imposed for failure in protecting information appropriately.

### **12.31 Use of Contract Document and Information**

The bidder shall not, without NEDFi's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, or information furnished by or on behalf of NEDFi 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 & shall extend only as far as may be necessary for purposes of such performance.

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

Any document, other than the Contract itself, shall remain the property of NEDFi and shall be returned (in all copies) to NEDFi on completion of the bidder's performance under the Contract if so required by NEDFi.

### **12.32 Termination for Convenience**

NEDFi, by written notice sent to the bidder, may terminate the Contract with a notice of 3 months, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for NEDFi's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

### **12.33 Effect of Termination**

The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to NEDFi or its designee to ensure smooth handover (**including data**) and transitioning of NEDFi's deliverables, data, credentials, maintenance, removal of NEDFi's all data from the system/ cloud and facility management.

Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services. The reverse transition phase shall be completed within 3 months.

The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NEDFi, continue to provide maintenance services to NEDFi at no less favorable terms than those contained in this RFP. In case NEDFi wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to NEDFi. Unless mutually agreed, the rates shall remain firm.

The bidder agrees that NEDFi at any point of time during tenure of contract may return/discontinue any of the Deliverables/services in whole or part thereof offered under this RFP. NEDFi shall not be liable to make any payment in respect of the Deliverables/services returned in whole or part thereof.

### **12.34 Renewal of Contract**

In case NEDFi wants to continue with the bidder's services after the completion of this contract, the bidder shall offer the same services or enhanced services to NEDFi. Unless mutually agreed, the same rates shall apply.



## 12.35 Exit Management

- a. In addition to the requirements mentioned in RFP, the purpose of this section is to provide details of bidder's assistance during termination or expiration of the contract and exit plan strategy for NEDFi. The prime bidder shall also have to develop a detailed exit plan with its consortium partner(s) (if any) within 6(six) months of signing of contract. The exit plan should have the detailed product wise support services to be provided by the prime bidder and its consortium partner (s) (if any) during transition period. NEDFi shall have rights to review the exit plan submitted by the prime bidder and would suggest changes to be made in the exit plan, if any. After that, the exit plan shall be reviewed as and when required by the NEDFi.

### 12.35.1 Handover & Transition of Services

The following shall be covered as a part of the handover & transition of services at the end of contract period or in the event of termination:

- a. If any other agency or service provider is selected by NEDFi for providing in-scope services, the bidder selected through this RFP shall provide support for necessary handholding, transition, sharing of information and relevant documents and other related support to the complete satisfaction of NEDFi. In case, if NEDFi observes the lack of willingness to manage transit/ sharing of information or lack of support from the bidder (selected through this RFP), NEDFi shall have an absolute discretion to impose penalties and make appropriate deductions from its billing or any other payables to the bidder.
- b. Bidder shall provide the termination/expiration assistance, regardless of the reason for termination or expiration. Six (6) months prior to the expiration of the term, or upon bidder's receipt of notice of termination of this contract for any reason, or six (6) months prior to the cessation of any service, and at NEDFi's request, bidder shall provide to NEDFi the staff and transition services necessary for NEDFi to affect an orderly transition to NEDFi or to a third party designated by NEDFi.
- c. The bidder shall provide the necessary transition for the period of 6 months. However, this period of transition could vary depending on the need of NEDFi and the same shall be communicated to the bidder.
- d. During transition phase, the bidder shall not change or remove their key resources deployed at NEDFi to enable the successful transition. In case, such instances occur, NEDFi shall have right to penalize the bidder appropriately.
- e. During transition phase, the bidder shall deploy a dedicated transition resources to enable the successful transition.
- f. During the exit management process, it is the responsibility of the bidder to hand over all the data stored in the SaaS Application in such a format that it can be migrated to the new system (as per reverse transition mechanism mentioned above).
- g. The ownership of the assets (including soft and hard components existing and procured through this RFP) except for those which are taken as a service, at any point of time during the term of the contract or expiry of the contract, shall remain with NEDFi. In addition, any information/ data gathered or generated by the bidder during the term of the contract shall be the property of NEDFi and the same shall be handed over to NEDFi in native format at the end or termination of the contract; and
- h. During the contract period, the bidder shall ensure that all the documentation including diagrams,



policies, procedures, asset registers, configuration documents, procurement documentation, original license and all other documents in relation to the works as per the agreed terms are kept up to date and all such documents shall be handed over to NEDFi during the exit management process.

In case NEDFi decides to withdraw any services/components from the scope of work during the contract period, the bidder has to facilitate the transition of that service/components in compliance with the above Clauses.

#### **12.35.2 Transfer of Documents**

The bidder shall promptly on the commencement of the exit management period supply to NEDFi or its nominated bidder(s) the following:

1. Information relating to the current services rendered; and
2. Documentation relating to intellectual property rights

The bidder shall provide uninterrupted services on existing terms and conditions till an acceptable alternate solution is agreed by NEDFi.

Before the expiry of the exit management period, the bidder shall deliver to NEDFi or its nominated service provider or any other agency all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.

#### **12.35.3 Transfer of Agreements**

On request by NEDFi or its selected service provider or any other agency, the bidder shall affect such assignments, transfers, innovations, licenses and sub- licenses in favor of NEDFi or its nominated service provider or any other agency, in relation to any equipment lease, maintenance or service provision agreement between the bidder and selected service provider or any other agency, and which are related to the services and reasonably necessary for the carrying out replacement services.

The bidder is responsible for transferability of cloud outsourced services to a third party, another CSP or on premise to the NEDFi for continuity of service.

#### **12.35.4 Addition or Deletion of Qualified Offerings**

Both the parties agree that the intent of this tender is to establish an initial set of service offerings. NEDFi recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, NEDFi recognize that from time-to-time hardware and software products that are provided as part of vendor services will be upgraded or replaced as technology evolves. Replacement and / or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of NEDFi. For this purpose, a Change Order Procedure will be followed. NEDFi may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables, and schedules. The Vendor shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Vendor shall carry out such services as required by NEDFi at mutually agreed terms and conditions. The vendor shall agree that the price for incremental offering cannot exceed the original proposed cost and NEDFi reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations NEDFi has the right to order as much as it wants at those rates.

The vendor shall agree to submit the request to add new services or service categories on its letterhead signed by a representatives authorized to bind the organization.

NEDFi is under no obligation to honor such requests to add services categories or amend this contract.

As a method for reviewing Vendor services and NEDFi requirement, NEDFi will sponsor regular reviews to allow an exchange of requirements and opportunities

### **12.36 Conflict of Interest**

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

### **12.37 Arbitration**

The Bidder and NEDFi shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between Authorized Official of NEDFi and the Authorized Official of the Bidder. The matter shall then be resolved between them, and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Guwahati and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Guwahati. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Guwahati alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **12.38 Jurisdiction**

Arbitration proceedings shall be held in Guwahati, India.

### **12.39 Bidder's Liability**

Bidder aggregate liability in connection with the obligations undertaken as a part of RFP regardless of the form or nature of the action giving rise to such liability (whether in contract or otherwise), shall be at actual and limited to the value of the total Contract. This limit shall not apply to third party claims for

- a. IP infringement indemnity.
- b. Bodily injury (including death) and damage to real property and tangible personal property caused by bidder's gross negligence.

Bidder's liability in case of claims against NEDFi resulting from misconduct/fraud or gross negligence of bidders, its employees, and sub-contractors or from infringement of patents, trademarks, copy rights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bidder will declare and undertake that NEDFi shall not be held liable for and shall stand absolved of any responsibility or claim/litigation arising out of the use of any third-party equipment/software supplied by bidder as a part of the RFP.

Bidder shall not be liable or responsible for any delay or failure to perform Services under this Agreement to the extent that such delay or failure to perform has arisen because of any delay or failure by NEDFi or its employees or agents to perform any of its duties and obligations as set out in this Agreement. If Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of NEDFi, Bidder shall be allowed an additional period to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of NEDFi. Any cost escalation because of delays or failures on the part of NEDFi shall be referred to Senior Management of both parties for its resolution.

### **12.40 Payment Term**

The Payment terms will be applicable for all applications, such LLMS (LOS, LMS, Legal, Collection & Recovery, MIS), General Accounting System, Mobile Application (Android, iOS), Customer Portal, Third Party APIs Integration on SaaS Model only after execution of Contract Agreement are as follows:

#### **1. Application along with Infrastructure on SAAS Model:**

LLMS Application (which includes LOS, LMS, Collection, Recovery, Legal and MIS) and General Accounting System, Mobile Application (Android, IOS) for NEDFi Staff, BC, DSA and customer service, Customer login access through web portal, Third Party APIs Integration on SaaS Model with Per Month Basis will be paid Quarterly in arrears. The payment cycle will start from the date of Go-Live of the solution.

**2. Network Connectivity:**

The bidders must establish network connectivity between bidder's certified DC/DR with NEDFi's Head office and Branches. The bidder is required to propose the required bandwidth, needed to establish IPSec/SSL VPN tunnel from NEDFi HO/branches to bidder's DC & DR.

However, the DC-DR Connectivity and internet bandwidth required for LLMS with ancillary applications hosted at bidder's DC/DR must be provisioned by the bidder and there should be no issue regarding the internet bandwidth availability and utilization without any additional cost to NEDFi.

**3. One Time Setup Cost:**

100% onetime setup cost will be paid after success full GO LIVE, sign off and acceptance from NEDFi

**4. Implementation Cost:**

Implementation cost will be paid for each application after 30 days of successful implementation (Go-live) and sign off and acceptance by NEDFi.

**5. Migration Cost:**

70% of each type of migration charges will be paid after successful GO LIVE and sign-off from NEDFi.

30% of each type of migration charges will be paid post migration audit through third party auditor.

**6. Training Charges:**

100% of each type of training charges will be paid after completion of the particular training schedule with the sign-off by NEDFi.

**7. Customization Cost (After Stabilization Period)**

- 70% of customization cost on actual will be paid after successful implementation post UAT of the customization point and sign off and acceptance by NEDFi.
- 30% of the customization cost will be paid after 3 months post GO LIVE or completion of customized points and sign off and acceptance by NEDFi
- Customization Cost shall be considered only after six months post successful implementation/Go-Live as per FTR and BRD and Sign Off from NEDFi.

**8. FMS Charges**

- The annual amount to be paid towards resource cost deployed for the entire tenure of the project would be divided into four equal installments, to be paid quarterly at the end of each quarter. The first quarter would begin after go-live of the project. In the first year the payment will be released pro-rata basis.
- Quarterly payouts for ongoing services will be made successful bidder on the basis of resource and corresponding invoice raised for each quarter, adjusting the applicable penalties.

- Any addition/reduction in the resources for addition/deletion in scope of work will be on pro-rata basis arrived from the existing Bill of Material.

**9. Interface/API Integration Cost (if any)**

- 100% Interface cost will be paid after full GO LIVE, sign off and acceptance from NEDFi.
- The Interface cost will be only applicable for the integration with third party software after full Implementation/Go-Live of the proposed Solution.

Note: It is the responsibility of the vendor to make the necessary estimated tax payments throughout the year, if any, and the vendor is solely liable for any tax obligation arising from the vendors performance of this engagement. The vendor hereby agrees to indemnify the NEDFi against any demand to pay taxes arising from the vendors failure to pay taxes on compensation earned pursuant to this engagement. If NEDFi requested, the vendor needs to produce necessary evidence w.r.t. depositing of GST/other taxes collected from NEDFi to Govt. authorities.

## 13. Annexures

### ANNEXURE 1: BID FORM

To,  
The General Manager (IT),  
North Eastern Development Finance Corporation Ltd.  
NEDFi House, G.S. Road, Dispur  
Guwahati, Assam-781006

Having examined the RFP (RFP No: NEDFi/RFP/IT/01/2022-23 Dated 21/06/2022) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said RFP and in accordance with our proposal and total cost indicated in the Commercial Bid and made part of this bid.

We undertake, if our bid is accepted, to deliver services and complete the project in accordance with the scheduled timelines.

If our bid is accepted, we will provide the guarantee of a Bank in a sum equivalent to 10% of the contract price for the due performance of the Contract in the form prescribed by NEDFi.

We agree to abide by this bid for the period of 180 days from the date fixed for technical bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We also undertake that the application will be hosted in Indian Territory only. The proposed DC and DR should be in India and no data will be stored outside India.

We understand that NEDFi is not bound to accept the lowest or any bid it may receive.

Place:

Dated: this                      day of                      2022.

-----  
(Signature) (In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of Bidder)

**ANNEXURE 2: EARNEST MONEY DEPOSIT**

RFP No: NEDFi/RFP/IT/01/2022-23 Dated 21/06/2022

Date: \_\_\_\_\_

To,  
The General Manager (IT),  
North Eastern Development Finance Corporation Ltd.  
NEDFi House, G.S. Road, Dispur  
Guwahati, Assam-781006

**Subject: Earnest Money Deposit**

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter referred to as "the Bidder") have submitted our proposal and response dated \_\_\_\_\_ (hereinafter referred to as "Bid") for the supply of all the requirements described in the Request for Proposal along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by North Eastern Development Finance Corporation Ltd.

1. That the BIDDER is hereby submitting the security deposit of Rs.5,00,000/- (Rupees Five Lacs Only) vide [demand draft / pay order issued by a scheduled/Commercial bank or through bank transfer(NEFT/RTGS/IMPS)] bearing Reference No. \_\_\_\_\_ dated \_\_\_\_\_ [drawn on/ issued by] \_\_\_\_\_

(Hereinafter referred to as "Earnest Money Deposit") favouring '**North Eastern Development Finance Corporation Ltd.**' for consideration of the Bid of the above mentioned Bidder.

2. The Bidder hereby specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:
  - a) Withdraws its Bid prior to the validity period of the Bid for any reason whatsoever or
  - b) Fails to accept and sign the contract as specified in this document for any reason whatsoever; or
  - c) Fails to provide the performance guarantee within 15 days from the date of placing the order by North Eastern Development Finance Corporation Ltd. or signing of the contract, whichever is earlier, for any reason whatsoever.

North Eastern Development Finance Corporation Ltd. has the right to forfeit the entire Earnest Money Deposit amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.

3. The Bidder understands, agrees and acknowledges that the Earnest Money Deposit will be refunded to the unsuccessful bidders only after acceptance of the "Purchase Order" and execution of agreement by the successful bidder. The bidder also agrees and acknowledges that the Earnest Money Deposit shall be returned to the successful Bidder upon furnishing of Performance Bank Guarantee.
4. The Bidder undertakes that it will not cancel the Earnest Money Deposit referred to above till the Bidder is returned the Earnest Money Deposit from North Eastern Development Finance Corporation

Ltd. in accordance with the foregoing conditions.

5. The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Earnest Money Deposit and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Earnest Money Deposit. The absence or deficiency of authority or power on the part of the Bidder to issue this Earnest Money Deposit or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Earnest Money Deposit.

Yours faithfully,

Signature

Name:

Designation:

Date:



### ANNEXURE 3: BIDDER'S INFORMATION

Name of the Bidder	
Registration No of Certificate of Incorporation & Date / Shop Act License Establishment date	
Address for Correspondence:  Registered Office:   Corporate Office:  Landline No.:  Fax:  Email-ID:	
Organization Status of Registration Government Organization / PSU / Partnership / LLP or a Public / Private Limited Company	
Number of Years in the Business	
PAN number  GSTIN	
Single Point of contact for this RFP  Name:  Designation:  Mobile No.:  Landline No.:  Fax:  Email-ID:  (Any changes in the above should be informed in advance to NEDFi)	
Gross annual turnover of the bidder (not of the group): Amount in INR Crore  2019-20:  2020-21:  2021-22:	

Net Profit of the bidder (not of the group): Amount in INR Crore	
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2018-19:	
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2019-20:	
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2020-21:	
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2021-22:	
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#### ANNEXURE 4: CONFIRMATION TO ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Supporting Documents
<b>A. GENERAL</b>		
1	The Prime bidder should be the OEM of LLMS or its authorized partner or system integrator and must be a Government Organization / PSU / Partnership / LLP or a Public / Private Limited Company in India and operating in India for at least 3 years as on date of the RFP	Certificate of Incorporation and other Documentary evidence to be attached. If the Prime bidder is OEM of LLMS application, then the Bidder to submit IPR or relevant documentation regarding the OEM of the LLMS. If the Prime bidder is not the OEM of LLMS then need to submit the MAF from OEM of LLMS.
2	The Prime bidder should have at least CMMi Level 3 or higher-level certification and should be ISO 27001:2013 certified	Copy of the relevant certificates or Assessment certificate from Auditing agency.
3	The Prime Bidder may form consortium with any other OEM for accounting application or its authorized partner. However, Prime Bidder will be the single point of contact to NEDFi as the System Integrator for all solutions.	Consortium agreement with all the partners to be submitted. The bidder should provide the MAF from OEM of accounting application.
4	The Bidder and the Consortium Partner should have not been blacklisted/barred/disqualified by any Public Sector Bank/NBFC/Financial Institution / PSU / GOI department as on date of submission of Bid	Self-declaration by competent authority of the bidder on Bidder's letterhead
<b>B. FINANCIAL</b>		
1	The Prime bidder shall have minimum annual turnover of <b>Rs. 25 Crore from the Software business only</b> , for any three (03) Financial years out of the last four financial years (i.e., 2018-19, 2019-20, 2020-21 and 2021-22). This must be the individual company turnover and not of any group of companies.	Audited financial statement signed by statutory auditor or duly certified by chartered accountant consisting of <b>balance sheet and profit and loss account statement for the latest four financial years must be submitted</b> i.e., 2018-19, 2019-20, 2020-21, 2021-22. In case of 2021-2022 provisional financial statement signed by statutory auditor or duly certified by chartered accountant will be accepted. Only Prime bidder's credentials will be considered.
2	The Prime bidder should have positive net worth in any of three (03) financial years out of last four (04) Financial Years (i.e., 2018-19, 2019-20, 2020-21 and 2021-22). This must be the individual company net worth and not of any group of companies	Audited financial statement signed by statutory auditor of <b>balance sheet and profit and loss account statement for the latest four financial years must be submitted</b> i.e. 2018-19, 2019-20, 2020-21, 2021-22. In case of 2021-2022 provisional financial statement signed by statutory auditor or duly certified by chartered accountant will be accepted. The Net worth amount to be certified by Statutory Auditor along with the audited financial statement. Only Prime bidder's credentials will be considered.
3	The Prime bidder should be a Profit-making company for any three (03) financial years out of last four (04)	Audited financial statement signed by statutory auditor of <b>balance sheet and profit and loss account statement for the latest four financial years must</b>

Sr. No.	Eligibility Criteria	Supporting Documents
	Financial Years (i.e., 2018-19, 2019-20, 2020-21 and 2021-22). This must be the individual company profit and not of any group of companies	<b>be submitted</b> i.e. 2018-19,2019-2020,2020-2021,2021-2022. In case of 2021-2022 provisional financial statement signed by statutory auditor or duly certified by chartered accountant will be accepted. The Profit amount to be certified by Statutory Auditor along with the audited financial statement. Only Prime bidder's credentials will be considered.
<b>C. EXPERIENCE &amp; SERVICE CAPABILITY</b>		
1	The Prime bidder should have prior experience of Implementation & management of Lending Life Cycle Management System in at least two (2) Non-Banking Financial Organization (NBFC) or banks (excluding Co-operative Bank) with loan portfolio size of minimum INR 4,000 Crores each.	Credentials from clients in the name of OEM of LLMS application (In case of Prime Bidder), its authorized partner (in case of Prime Bidder), System Integrator (In case of Prime Bidder) in form of Purchase Orders / Contract Agreement supported with credential letter. Regarding Loan Portfolio, bidder to submit relevant documents to justify the clause (Letter from client / client balance sheet / other public domain available documents). The credentials should be in last three financial years.
2	The bidder should have executed two (2) LLMS Projects with total value of INR 5 crores+ in BFSI Sector during last three years	Credentials from clients in the name OEM of LLMS application or its authorized partner or system integrator in form of Purchase Orders / Contract Agreement etc. supported with credential letter is required.
3	The proposed LLMS Application along with Mobile App (Android, IOS) should have been implemented in at least two Non-Banking Financial Organization/Banks (excluding Co-operative Banks) in India.	Credential letter from client in the name of OEM of LLMS application or its authorized partner or system integrator
4	The bidder should have implemented the proposed LLMS application with multiple 3 <sup>rd</sup> Party's Realtime integration i.e., Credit Bureaus, NSDL, Partner Bank, MCA etc. in India	Credential letter from client in the name OEM of LLMS or its authorized partner or system integrator
5	The Prime bidder or consortium partner should have implemented the proposed accounting application in at least two BFSI organizations having minimum 50 branches in India.	Credential letter from client in the name OEM of general accounting application or its authorized partner. If the prime bidder is not the OEM for accounting application, then the prime bidder will have to provide the MAF from the OEM of accounting application.
6	The OEM of LLMS solution provider should have at least 25 skilled software developers on its roles.	Certificate from the Company auditors / Company secretary / HR on number of skilled software developers.

## ANNEXURE 5: LETTER OF CONFIRMATION

To,  
The General Manager (IT),  
North Eastern Development Finance Corporation Ltd.  
NEDFi House, G.S. Road, Dispur  
Guwahati, Assam-781006

RFP No: NEDFi/RFP/IT/01/2022-23    Dated 21/06/2022

Dear Sir,

We confirm having submitted the Bid and annexures in accordance with the said RFP. The details submitted by us are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, North Eastern Development Finance Corporation Ltd. has the right to summarily reject the proposal and disqualify us from the process.

We confirm that we will abide by the conditions mentioned in the Tender Document (RFP and annexure) in full or in accordance with the deviations in "Terms & Conditions" accepted by NEDFi.

We, hereby acknowledge and confirm, having accepted that the NEDFi can at its absolute discretion, apply whatever criteria is deemed appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidders.

We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

We also confirm that we /Our consortium partners have not been blacklisted by any Govt. Department/ PSU/PSE or Banks or Any Financial Institution or otherwise not involved in any such incident with any concern whatsoever, where the job undertaken/performed and conduct has been questioned by any authority, which may lead to legal action.

Place:

Date:

SEAL

(Authorized Signatory)

## ANNEXURE 6: LETTER OF CONFORMITY WITH HARDCOPY

To,  
**The General Manager (IT),**  
**North Eastern Development Finance Corporation Ltd.**  
**NEDFi House, G.S. Road, Dispur**  
**Guwahati, Assam-781006**

RFP No: NEDFi/RFP/IT/01/2022-23    Dated 21/06/2022

Dear Sir,

Further to our proposal dated \_\_\_\_/\_\_\_\_/2022, in response to the Request for Proposal (NEDFi's tender no. RFP No: NEDFi/RFP/IT/01/2022-23    Dated 21/06/2022 hereinafter referred to as "RFP") issued by North Eastern Development Finance Corporation Ltd ("NEDFi") we hereby covenant, warrant and confirm as follows:

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 tender documents issued by NEDFi, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

## ANNEXURE 7: MANUFACTURER'S AUTHORIZATION FORM

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

RFP No: NEDFi/RFP/IT/01/2022-23 dated 21/06/2022

Date: \_\_/\_\_/2022

To,  
**The General Manager (IT),**  
**North Eastern Development Finance Corporation Ltd.**  
**NEDFi House, G.S. Road, Dispur**  
**Guwahati, Assam-781006**

Dear Sir,

Sub: RFP No: NEDFi/RFP/IT/01/2022-23 dated 21/06/2022

We the established and reputable OEM / producers of \_\_\_\_\_ having development facilities at (address of development facility) do hereby authorize with exclusivity to M/s \_\_\_\_\_ (Name and address of the bidder) to submit a Bid and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above Organization against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

- Such Products as the NEDFi may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and

In the event of termination of production of such Products:

- Advance notification to NEDFi of the pending termination, in sufficient time to permit the NEDFi to procure needed requirements; and
- Following such termination, furnishing at no cost to the NEDFi, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized partner/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items by ourselves or through alternate & acceptable service provider.

Place:

Date:

Seal and signature of the OEM

## ANNEXURE 8: FORMAT FOR PRE-BID QUERY

**Tender Ref No.: RFP No: NEDFi/RFP/IT/01/2022-23    Dated 21/06/2022**

If, bidder, desiring to respond to RFP for Selection of LLMS & General Accounting Solution Provider on SaaS Model, requires any clarifications on the points mentioned in the RFP, it may communicate with North Eastern Development Finance Corporation Ltd. using the following format (in an Microsoft excel (xls/ xlsx) format).

All questions received within the last date of receiving Pre-bid queries mentioned in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, NEDFi may at its discretion, may or may not answer all queries in the Pre-bid meeting.

Section Number	Page Number	Point Number	Original Clause	Query	NEDFi Response



## ANNEXURE 9: NON-DISCLOSURE AGREEMENT

(On Rs.100 non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This

.....day of.....2022

BY AND BETWEEN

..... Company Limited, a company incorporated under the

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

AND

North Eastern Development Finance Corporation Ltd., a financial corporation institute having its Registered Office at NEDFi house, G S Road, Dispur, Guwahati - 781006 (hereinafter referred to as "NEDFi" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and NEDFi are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. NEDFi is engaged in the business of providing financial services to its customers and intends to engage Vendor for Implementation and Management of Lending Life Cycle Management(LLMS) on SaaS model
2. In the course of such assignment, it is anticipated that NEDFi or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid assignment (hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of NEDFi, The Vendor undertakes to safeguard and protect such confidential information as may be received from NEDFi

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

### 1. Confidential Information:

- (i) "Confidential Information" means all information disclosed/furnished by NEDFi to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.
- (ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

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

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

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

Nothing contained herein shall in any manner impair or affect rights of North Eastern Development Finance Corporation Ltd in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any

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

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

**2. Non-disclosure:** The Vendor shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than its directors, partners, agents, affiliates, associates, bidders or persons in the direct employment of the Vendor (collectively as “Representatives”) who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such representative to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents, and the Vendor agrees to notify North Eastern Development Finance Corporation Ltd immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement. Notwithstanding

anything contained in this Agreement, the bidder shall disclose the Confidential Information to such other parties who conduct bidder's internal risk management procedures, facilitate bidder's administration of business and support bidder's infrastructure. The bidder shall disclose Confidential Information to its professional indemnity insurers in which event any such disclosure shall be subject to confidentiality obligations provided herein.

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

- a) Information regarding North Eastern Development Finance Corporation Ltd and any of its Affiliates, customers and their customer Information. For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of North Eastern Development Finance Corporation Ltd., business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes, procedures and policies; or
- d) current and future business plans; or
- e) personnel information; or
- f) financial information.
- g) Customer Information
- h) technology information including architecture, framework, infrastructure design, DC & DR information etc.
- i) all data stored in the application

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

**4. Term:** This Agreement shall be read together with the principal agreement as may be executed between the Parties for the Purpose and shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by North Eastern Development Finance Corporation Ltd, whichever is earlier. The Vendor hereby agrees and undertakes to North Eastern Development Finance Corporation Ltd that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to North Eastern Development Finance Corporation Ltd, all information received by it from North Eastern Development Finance Corporation Ltd for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to North Eastern Development Finance Corporation Ltd to certify in writing upon request of North Eastern Development Finance Corporation Ltd that the obligations set forth in this Agreement have been complied with. Notwithstanding anything contained herein, the bidder shall be allowed to retain sufficient

documentation that is necessary to support any advice, reports, or opinions provided by the bidder or as may be required by law. Any such retention shall be subject to confidentiality obligations contained herein.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable for three (3) years post termination of this Agreement or until such information enters the public domain

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by North Eastern Development Finance Corporation Ltd to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with North Eastern Development Finance Corporation Ltd.

6. **Remedies:** The Vendor acknowledges the confidential nature of Confidential Information and that damage may result to North Eastern Development Finance Corporation Ltd if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, North Eastern Development Finance Corporation Ltd may suffer immediate irreparable loss for which monetary compensation may not be adequate. North Eastern Development Finance Corporation Ltd shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Except for the contracting Parties to this Agreement, no third party shall have any right to enforce or rely on any provision of the Agreement. In no event shall, either Party be liable for any indirect or consequential losses or damages.

Any claim for relief to North Eastern Development Finance Corporation Ltd shall include North Eastern Development Finance Corporation Ltd.'s costs and expenses of enforcement (including the attorney's fees), as may be awarded by court of competent jurisdiction in its final judgment

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

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

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

All Confidential Information is provided "as is". In no event shall the North Eastern Development Finance Corporation Ltd be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by North Eastern Development Finance Corporation Ltd constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose. However, North Eastern Development Finance Corporation Ltd understands that any inaccurate or incomplete Confidential Information may have adverse/material impact on the Purpose for which it is being used.

North Eastern Development Finance Corporation Ltd discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, merchantability, fitness for a particular purpose, title or anything else.

10. **Waiver:** A waiver (whether express or implied) by North Eastern Development Finance Corporation Ltd of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent North Eastern Development Finance Corporation Ltd from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.
11. **Unpublished Price Sensitive Information:** NEDFi shall inform bidder in writing if, in the course of the Purpose, the Representatives of bidder will have access to any unpublished price sensitive information, whether of NEDFi or any other entity. NEDFi agrees that bidder shall not be responsible for determining the difference between price sensitive and non-price sensitive information that would form part of the information disclosed to bidder. All information supplied to bidder (in whatever form) which is not in the public domain will be treated as Confidential Information for the Purpose. Further, NEDFi shall be responsible to obtain legal advice to ensure that information disclosed to bidder is not in contravention of any applicable laws and regulations.

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

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

( )

(Designation)

For and on behalf of North Eastern Development Finance Corporation Ltd

( )

(Designation)

## ANNEXURE 10: FORMAT FOR PERFORMANCE BANK GUARANTEE

**FORMAT OF BANK GUARANTEE (BG) FOR PERFORMANCE SECURITY (ON A NONJUDICIAL STAMP PAPER OF RS.100.00)**

To,  
**The General Manager (IT),**  
**North Eastern Development Finance Corporation Ltd.**  
**NEDFi House, G.S. Road, Dispur**  
**Guwahati, Assam-781006**

WHEREAS (herein after called "the Bidder") has submitted its bid dated (date of submission of bid) for providing the \_\_\_\_\_ (Scope of Work) in response to North Eastern Development Finance Corporation Ltd.'s Request for Proposal ( RFP ) No. RFP No: NEDFi/RFP/IT/01/2022-23 Dated 21/06/2022 (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE \_\_\_\_ (name of bank) of \_\_\_\_\_ (name of country) having our registered office at (address of bank) (herein after called "the Bank") are bound unto North Eastern Development Finance Corporation Ltd. (herein after called "the Beneficiary") in the sum of INR \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) for Which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CONDITIONS of this obligation are:

*If the Bidder, having been notified, by the beneficiary, as selected bidder for Implementation and management of LLMS & General Accounting on SaaS Model, during the period of contract fails to provide services or perform obligations in accordance with the aforesaid RFP and Contract, as bidder.*

We undertake to pay the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the beneficiary will note that the amount claimed by it is due to it owing to the occurrence of above condition, specifying the occurred condition.

This guarantee will remain in force up to 66 months from the date of signing the contract i.e. up to \_\_\_\_\_ (date of expiry which should be a minimum of contract period), and any demand in respect thereof should reach the Bank not later than the above date. Notwithstanding any other term contained herein:

1. This guarantee shall be valid only up to . . . . . (Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
2. The total liability of Bank under this guarantee shall be limited to INR ..... (Rupees .....only)

Place:

SEAL

SIGNATURE.

Code No.

NOTE:

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.

**ANNEXURE 11: DEVIATIONS REQUESTED**

Date:

To,  
The General Manager (IT),  
North Eastern Development Finance Corporation Ltd.  
NEDFi House, G.S. Road, Dispur  
Guwahati, Assam-781006

RFP Ref. No.: RFP No: NEDFi/RFP/IT/01/2022-23 Dated 21/06/2022

[Please provide your comments on the Terms & Conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Detailed Scope of work, Service levels, Instruction to Bidders, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the deviation that you propose as shown below.]

Sr. No.	Page No#	Point / Section No #	Clarification points as stated in the tender document	Deviations requested	Justification
1					
2					
3					
4					
5					

Yours faithfully,

Authorized Signatory

Designation

Bidder's name



**ANNEXURE 12: CONSORTIUM DETAILS**

RFP Ref. No.: NEDFi/RFP/IT/01/2022-23 dated 21/06/2022

(To be submitted on Bidder's Letter head)

Sr. No.	Role	Name of Company	Responsibility	Products / Services Offered
1				
2				

Yours faithfully,  
Authorized Signatory

Designation  
Bidder's name

## ANNEXURE 13: REFERENCE SITE DETAILS

RFP No: NEDFi/RFP/IT/01/2022-23 Dated 21/06/2022

Sl No.	Name and Complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., email address of the contact person	Nature and description of the business during last 3 years	Satisfactory Letter from customer to be enclosed or Purchase order to be enclosed

Yours faithfully,  
Authorized Signatory

Designation  
Bidder's name

**ANNEXURE:14 AUTHORIZATION LETTER  
(On the Organization's Letter Head)**

To,  
The General Manager (IT),  
North Eastern Development Finance Corporation Ltd.  
NEDFi House, G.S. Road, Dispur  
Guwahati, Assam-781006

SUB: Authorization Letter for attending the Pre-Bid Meeting/Bid opening.

**Ref: Your RFP No: NEDFi/RFP/IT/01/2022-23    Dated 21/06/2022**

Dear Sir,

This has reference to your above RFP for **Selection of LLMS & General Accounting Solution Provider on SaaS Model**, of North Eastern Development Finance Corporation Ltd., we hereby authorize Mr. / Ms. \_\_\_\_\_ to attend the Pre-Bid Meeting / Bid opening & to discuss with you on the subject RFP on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_

Specimen Signature of Mr. /Ms.

-----

Signature of Authorizing Authority

-----

Name & designation of Authorizing Authority

Place:

Date:

Note: This Authorization letter is to be carried in person and shall not be placed inside any of the Bid covers.

## ANNEXURE: 15 FUNCTIONAL AND TECHNICAL REQUIREMENTS

The Functional and Technical Specification has been attached in a separate file named “Annexure 15-Functional and Technical Requirements”.

## ANNEXURE: 16 COMMERCIAL BILL OF MATERIAL

The Commercial Bill of Material has been attached in a separate file named “Annexure 16-Commercial Bill of Material”

**ANNEXURE: 17 PROPOSED ONSITE RESOURCE PROFILE FOR FMS SUPPORT**

<b>Name of the resource</b>	<b>Educational and professional Qualification</b>	<b>Number of years of experience</b>	<b>Name of Organization where the resource worked</b>	<b>Number of projects involved</b>	<b>Role of the resource</b>	<b>Profile attached (Yes/No)</b>