



NABFINS

RFP for Selection of vendor for Information Security Audit of Core Micro-Finance Solution on Cloud

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF VENDOR FOR INFORMATION SECURITY (IS) AUDIT OF CORE MICRO-FINANCE SOLUTION ON CLOUD

Tender No.: NABFINS/RFP/015/2024-25



**NABFINS Limited,
3072, 14th cross, K R Road,
Banashankari 2nd Stage
Bengaluru, Karnataka 560 070**

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Definitions/ Acronyms of major terms/abbreviations used in this document.

S.No.	Acronym	Definition
1.	BOM	Bill of Material
2.	CA	Chartered Accountant
3.	MFI	Micro-Finance Institutions
4.	CO	Commercial Offer/ Commercial Bid/ Price Bid
5.	Core MFI Solution	Solution comprising of Lead generation, loan origination, loan management, collateral management, NPA management, collection & recovery management, finance & accounting solution
6.	CD	Compact Disk
7.	CPU	Central Processing Unit
8.	DC/ DRC	Data Centre
9.	DQ & DC	Data Quality & Data Cleansing
10.	DR/ DRS	Disaster Recovery Centre
11.	DRG	Detailed Requirement Gathering
12.	EMD	Earnest Money Deposit
13.	FI	Financial Institution
14.	HO	Head Office
15.	HTML	Hyper Text Mark-up Language
16.	HTTP	Hyper Text Transfer Protocol
17.	INR	Indian Rupee
18.	IT	Information Technology
19.	LAN	Local Area Network
20.	MIS	Management Information System
21.	MSE	Micro & Small Enterprise
22.	NBFC-MFI	All NBFCs registered with RBI and have been classified by RBI as MFIs
23.	NBFC	All NBFCs registered with RBI
24.	NDA	Non-Disclosure Agreement
25.	NDR/ NLS/ NS	Near DR/ Near Site
26.	NEFT	National Electronic Fund Transfer
27.	NSE	National Stock Exchange
28.	OEM	Original Equipment Manufacturer – Product Vendor
29.	OS	Operating System
30.	P&L	Profit & Loss
31.	PDF	Portable Document Format
32.	PO	Purchase Order
33.	PSE	Public Sector Enterprise
34.	PSU	Public Sector Undertaking
35.	RBI	Reserve Bank of India
36.	RDBMS	Relational Database Management System
37.	RFP	Request for Proposal
38.	RTGS	Real Time Gross Settlement



S.No.	Acronym	Definition
39.	SEBI	Securities and Exchange Board of India
40.	SIT	System Integration Testing
41.	SLA	Service Level Agreement
42.	SQL	Structured Query Language
43.	TCO	Total Cost of Ownership
44.	TDS	Tax Deductible at Source
45.	TRAI	Telecom Regulatory Authority of India
46.	UAT	User Acceptance Testing
47.	UPS	Uninterrupted Power Supply
48.	VM	Virtualization Machine
49.	WAN	Wide Area Network

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1 Invitation for Tender Offers

NABFINS invites sealed tender offers (Eligibility cum Technical bid and Commercial bid) from eligible, reputed companies for Selection of vendor for Information Security (IS) Audit of Core Micro-Finance Solution on Cloud.

In this RFP, the term bidder/prospective bidder refers to the bidder participating for delivering product/services mentioned in the **Scope of Work**.

NABFINS reserves the right to reject any or all offers without assigning any reason.

Please Note:

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

1.1 Tender Document

The tender document may be downloaded from NABFINS's official website <https://nabfins.org/Tenders/>.

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 NABFINS, 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 NABFINS 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. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and obtain independent advice, wherever necessary. NABFINS 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. NABFINS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

2 Key Information

The following is an indicative timeframe for the overall process. NABFINS reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof.

Particulars	Details
Tender Number	NABFINS/RFP/015/2024-25
Tender Title	Selection of vendor for Information Security Audit of Core Micro-Finance Solution on Cloud
Bid Security Deposit (EMD)	<p>Rs. Twenty thousand only (20,000/-) by the way of remittance to NABFINS Limited account (details mentioned below). The UTR of the transaction and screenshot should be indicated in the bid document.</p> <p><i>*All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognised by DIPP) are exempted from submission of EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption.</i></p> <p>Account details: Acct no.: 32635856611 IFSC Code: SBIN0003286 Branch: SBI Jayanagar II Block branch</p>
Date of Publishing of RFP on NABFINS Website	12-02-2025
Last Date for Submission of Pre-Bid Query	18-02-2025 11:00 AM
Pre-bid Meeting	19-02-2025 11:00 AM
Bid submission last date and time	27-02-2025 3:00 PM
Eligibility cum Technical bid opening date and time	27-02-2025 3:30 PM
Commercial Bid opening Date and Time	To be notified later
Place of Opening of Bids	NABFINS Limited,



Particulars	Details
	3072, 14th cross, K R Road, Banashankari 2nd Stage Bengaluru, Karnataka 560 070
Contact Persons for any clarifications/ Submission of Bids	<ol style="list-style-type: none">1. Ms. Ipsa Akankshya, DGM/CTO Mobile Number: 99387525092. Ms Adeeshaya D, Chief Information Officer Mobile Number: 8848663637 Email id: ho@nabfins.org

3 Structure of the RFP

- An overview of services to be provided by the selected Bidder.
- An overview of the IS audit services required from the Bidder.
- The Eligibility cum Technical and commercial evaluation methodology which shall be followed to select the successful Bidder.

Bid Formats attached in this document:

Annexure Reference	Content
Annexure- 1	Compliance to Scope of work
Annexure- 2	Technical Proposal Format
Annexure- 3	Commercial Compliance Certificate
Annexure- 4	Letter of Authorization
Annexure- 5	Proposed Agency Profile
Annexure- 6	Confirmation of Terms & Condition
Annexure- 7	Tender Offer Cover Letter
Annexure- 8	Submission Checklist
Annexure- 9	Pre-bid query format
Annexure- 10	Confirmation of Eligibility
Annexure- 11	NDA Format
Annexure- 12	Contract Form Format
Annexure- 13	Integrity Pact
Annexure- 14	Land Border confirmation
Appendix- 1	Commercial Bill of Material
General	Technical proposal for NABFINS, Approach & methodology, Tools and technology proposed, IS Audit plan

4 Introduction

4.1. Overview

NABFINS Limited (hereafter referred to as the company or NABFINS) is a public limited company registered as a Non-Banking Finance Company- Micro Finance Institution (NBFC – MFI) with the Reserve Bank of India. It is a subsidiary of National Bank for Agriculture and Rural Development (NABARD). The other shareholders of the company are the Government of Karnataka, Canara Bank, Union Bank of India, Federal Bank, Dhanalaxmi Bank and few other individuals. NABFINS was launched in 2008 and has been in the microfinance business since then.

NABFINS Ltd as part of microfinance business is engaged in providing micro credit to borrowers from poor and weaker sections for taking up economically gainful activities or otherwise. The loans are given to members of Self Help Groups, Joint Liability Groups and also individual entrepreneurs for a term ranging from 12 to 36 months. It has a client base of nearly 6 lakh borrowers from 18 States in India.

NABFINS is in the process of introducing new loan products also. For further details please visit www.nabfins.org

4.2. Project Objective

NABFINS has outlined its vision for Selection of vendor for IS Audit of Core Micro-Finance Solution on Cloud. With this objective, it is floating the Request for Proposal ('RFP').

NABFINS invites bids from Bidders for the IS Audit of the Core Micro-Finance Solution along with identified applications for the branches / offices of NABFINS across India. Bidder should be a well-qualified system Audit agency. Bidder should be capable of providing a total IS audit for Core MFI Solution including but not limited to providing required tools and software for meeting the NABFINS's requirements.

Bidders have to envisage all applicable costs in order to configure the products and services in the Solution. NABFINS will not accept any plea of Bidder later for omission of products and services.

Unless expressly stated otherwise, for all the solutions to be provided by Bidder, Bidder is required to factor the necessary tools, software, and services across NABFINS's locations as stated.

5 Eligibility cum Technical Criteria

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from Bidders who do not fulfil any of the following Eligibility cum Technical criteria are liable for rejection.

The bidder must fulfil the criteria mentioned in the table below to bid for this RFP:

S.No.	Criteria	Supporting Documents
1.	The Bidder should be CERT-IN empanelled auditor	Certificate of Empanelment, along with link of CERT-IN website enlisting the bidder as CERT-IN empaneled AND Self-Declaration on Bidder's Letterhead signed by the authorized signatory
2.	The Bidder should not have been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ any Government Department/ PSU/ PSE/Financial Institution in India.	Self-Declaration on Bidder's Letterhead signed by the authorized signatory: The Undertaking statement is as follows: "We M/s_____ confirm that we have not been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ any Government Department/ PSU/ PSE/Financial Institution in India as on the date of bid submission."
3.	The bidder should not have provided any IT services, including program management, systems integration, requirement specifications, software application etc., either directly or indirectly through a consortium in the past to NABFINS for Core MFI solution(s)	Self-Declaration on Bidder's Letterhead signed by the authorized signatory: The Undertaking statement is as follows: "We M/s_____ confirm that we have not provided any IT services, including Program management, systems integration, requirement specifications, Software application etc., either directly or indirectly through a



S.No.	Criteria	Supporting Documents
		consortium in the past to NABFINS for Core MFI solution (s).”
4.	The bidder must be specialized in IS Audit services for at least 2 years in India as on the date of bid submission.	Copy of ‘Contract/Purchase order’ with confirmation/credential from client
5.	The Bidder should have carried out IS Audit services in at least 2 BFSI in India	Copy of ‘Contract/Purchase order’ with confirmation/credential from client on having executed the PO to satisfaction.
6.	Bidder Compliance to land border	Self-Undertaking from bidder (Annexure 14)

Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the Eligibility cum Technical criteria. NABFINS reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of NABFINS in this regard shall be final, conclusive, and binding upon the Bidder.
- In case of business transfer where bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired business may be considered.
- In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, credentials, etc. may be considered.

6 Scope of work

Scope Summary

The bidder is expected to conduct an Information Security (IS) audit of the Core MFI Solution ensuring the identification, evaluation and closure of security vulnerabilities across the systems. The bidder must provide confirmation regarding the effectiveness of security controls, system integrity, and the completeness of the security audit.

Tools, services, and infrastructure required for automating the entire end-to-end IS audit process must be factored in by the bidder, with details to be included as part of the technical proposal.

Bidder to note that all the said Audit activities have to be performed from NABFINS office and no remote access of any solution, and/or data, and/or infrastructure shall be provided by NABFINS. Necessary provisions shall be taken by bidder.

The scope of work includes development of Risk profiles and drawing up of risk matrix taking into account Inherent business risk and effectiveness of the control system for monitoring the risk. Preparation of Risk Matrix should be based upon Risk Analysis of all the Information Systems of the NABFINS, as per the guidelines issued by RBI and Govt. of India, including following steps:

- 1 System Characterization
- 2 Threat Identification
- 3 Vulnerability Identification
- 4 Control Analysis
- 5 Likelihood Determination
- 6 Impact Analysis
- 7 Risk Determination

The Risk Analysis / Risk Matrix will be based on Adequacy of internal controls, business criticality, regulatory requirements, amount or value of transactions processed, if a key customer information is held, customer facing systems, financial loss potential, number of transactions processed, availability requirements, experience of management and staff, turnover, technical competence, degree of delegation, technical and process complexity, stability of application, age of system, training of users, number of interfaces, availability of documentation, extent of dependence on the IT system, confidentiality requirements, major changes carried out, previous audit observations and senior management oversight.

6.1. Detailed Scope of Work

Based on the business requirement, new IT systems / applications / processes are being introduced in the Bank. In order to ensure seamless introduction and to avoid any possible cyber security breach, it is required that IS Audit of that Application/ system / process shall be carried out, within specified

timeliness. In view of this, selected bidder / service provider is expected to undertake IS Audit of any such application, during the audit period. Broad scope of such Audit but not limited to will be as under.

- a) IT General Controls review
- b) OS review & Database review
- c) Application review / Source Code review
- d) Baseline Configuration review, etc.
- e) Source Code review

IS Audit for each of the systems should cover, but not limited to the, following aspects:

- 1) Logical access Controls
- 2) Operating System / Database Review
- 3) Application Review
- 4) Business process Review
- 5) Network and Security Review
- 6) Backup procedure Review
- 7) Business Continuity/Disaster Recovery plans/practices
- 8) Review of Outsourced Activities
- 9) Virus protection and Patch management
- 10) Review of Basic minimum Configuration applicable for each system as per best practice i.e. Baseline Secure Configuration review
- 11) Application Security Life Cycle (ASLC) review
- 12) Secure Code Practice Review
- 13) API Security review
- 14) Cloud Security review
- 15) Cyber Security review
- 16) Source Code Review

6.1.1 Standards to adhere

In addition to the internal IS policy, IT H/w S/w guidelines, the selected bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities, multiple industry-accepted methodologies during the execution as following but not limited to the following: -

- National Critical Information Infrastructure Protection Center (NCIIPC)
- The National Institute of Standards and Technology (“NIST”) Special Publication 800-115
- Cert-In Guidelines
- RBI guidelines for IS Audit
- Information Security Audit Standards
- Industry Standard IS Audit Frameworks

NABFINS reserves the right to ascertain information from the other Banks and institutions to which the Bidders have rendered their services for execution of similar projects

Final report is to be furnished with detailed recommendation on the resolution of the issues or vulnerabilities identified in the Audit with clear demarcations on the criticality of the vulnerabilities.

6.2. Proposed Approach

Bidder is expected to provide their Approach and methodology for conducting the Audit but not limited to the following

- Overall IS Audit Methodology (Objectives of Phases, deliverables at each phase, etc.)
- Methodology of internal acceptance and review mechanism for deliverables by the bidder.
- Proposed Acceptance Criteria for deliverables.
- Approach along with proposed tools and processes which will be followed by the bidder during Audit.
- Methodology to get the issues rectified by bidder and methods of handling exceptions

Successful bidder will work with business team and officials from Core MFI Solution vendor to understand detailed requirements, understand application in the scope of this project.

6.3. System Architecture Details

Solution	Quantity
Number of webpages	200
Number of Internet facing webpages	200
Number of Public IPs	3
Mobile – Android /IOS	Android
Number of DB Instances	2
Database Name & Version	Oracle 19c
Number of VM instances at DC	2
OS Names with instance count	Amazon Linux 2023
Webserver software name	Tomcat
Application Software Name	Finpage
Count Firewall, Load balancer, WAF, Switches etc. at each location	1 WAF, 1 Load Balancer
Integration Touchpoints	20
Number of VM instances at UAT	1

NABFINS reserves the right to change, modify or alter any/all the items, terms and provisions of the RFP/agreement entered pursuant to the RFP and may request additional information, if required from Bidder during the RFP period.

6.4. Project Timelines

The Selected Bidder shall be responsible for overall IS Audit of Core MFI Solution required under this RFP and must agree to the time duration specified. If the BIDDER fails to do so within the stipulated time schedule or by the date extended by NABFINS, it will be a breach of contract. In such case, NABFINS would be entitled to charge a penalty as specified in this RFP.

The time period required for the completion of audit of activities is mentioned below:

The bidder should plan for Audits with following minimum audit stages but not limited to and the audit should be initiated within 3 days of notification of the same.

S.No	Activity	Start Date
1	Project Initiation: Detailed Project Plan Submission and sign-off for IS Audit project plan	T0+15 days
2	Daily reports with recommendations, documented in an excel sheet during the audit phases (Pre & Post Audit)	Daily at the end of day
3	Pre-Audit Phase	
3.1	Comprehensive IS audit approach, along with strategy submission and approval by NABFINS	T0+30 days
3.2	IS Audit test case identifications and approval	T0+30 days
3.3	Submission of the Pre-Audit Report covering the scope, strategy, approach, test cases, along with the bidder’s recommendations and compliance checks for all systems and infrastructure(s)	T0+30 days
4	Audit Execution	
4.1	Comprehensive audit of access controls, data encryption, incident response, and regulatory compliance checks	Within 15 days of releasing the Code to UAT Auditing should be initiated within 7 days of notification of the same by NABFINS.
5	Submission of weekly reports with audit findings, vulnerabilities, and compliance status	Every 2nd day of the week for the duration of the project
6	Post-Audit Phase	
6.1	Submission of Preliminary Post-Audit Report (Findings and vulnerabilities)	Within 1 week of Completion of Audit
6.2	Submission of Final Post-Audit Report covering all aspects of the	Within 15 days of successful Go-live

S.No	Activity	Start Date
	audit and along with bidder recommendations and compliance	

No manual verification should be a part of the compliance report.

*T0 refers to the date of execution of the Contract for the IS Audit of the respective solution or 15 days from the date of issuance of PO, whichever is earlier.

7 Payment Terms

The terms of the contract will be as defined in Section 8, 9 and 10. The Bidder must accept the payment terms proposed by NABFINS as proposed in this section.

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. All/any payments will be made subject to LD / penalty / compliance of Service Levels defined in the RFP document.

Bidder should issue invoices with invoice date later than the date of submission & acceptance of report for respective line item(s) as per Section 6 – Scope of Work.

Payments will be released subject to:

- a. Submission of invoice as per NABFINS's requirement along with required documents.
- b. Applicable GST will be payable extra.
- c. TDS, as applicable will be deducted at source.
- d. No advance payment or additional expenditure is in demand.

S.No.	Scope of Audit	Payment term
1.	Upon Submission and approval of technical strategy, approach, and methodology document signoff by NABFINS	10%
2	Post-Audit Report	50%
4	Post-Audit report – after Final go-live covering all aspects of scope of successful audit to this RFP along-with bidder's recommendation and compliances	30%
5	Within 3-month Post Go-live of the solution	10%

Procedure for claiming payments:

The Bidder's requests for payment shall be made to NABFINS in writing accompanied by an Original Invoice detailing the systems, software delivered, installed, and accepted by NABFINS.

The invoices and other documents are to be duly authenticated by Bidder.

On receiving each payment, the Bidder shall submit a stamped receipt for the payment received including TDS. The payment after deducting applicable TDS will be released by NABFINS. All payments will be made only by electronic transfer of funds either by NEFT or RTGS. The Bidder

therefore has to furnish NABFINS account number to where the funds have to be transferred to effect payments.

Payments as per the schedule given below will be released only on acceptance of the order and on signing the agreement/contract by the selected bidder

For all applications & infrastructure, Bidder is required to factor in appropriate cost for installation, and implementation. Bidder to ensure application support is available for all components of applications & infrastructure. This activity is a part of IS audit, and no additional cost shall be paid by NABFINS over and above the price quoted by the Bidder in the Bill of Material.

Note: Successful Completion refers to the sign off from NABFINS

NABFINS shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill or any other component of the bill shall be raised by NABFINS within 15 days from the date of receipt of the invoice, only in exceptional circumstances will NABFINS raise a dispute beyond 15 days. The Bidder is required to provide clarification on the disputes within 15 days of dispute being highlighted by NABFINS. In case of Disagreement/dispute between NABFINS and the bidder exists even after receiving the clarifications such disputed can be dealt as per contract provisions.

Upon settlement of disputes with respect to any disputed invoice(s), NABFINS will make payment within thirty (30) Days of the settlement of such disputes.

All out of pocket expenses, traveling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by NABFINS or any new tax introduced by the government will also be paid by NABFINS. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to NABFINS. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty. NABFINS will not pay any out-of-pocket expenses.

8 Terms and Conditions

The following are the general terms and conditions proposed to be included in the Contract. NABFINS reserves the right to add, delete, modify, or alter all or any of these terms and conditions in any

manner, as deemed necessary before signing the final agreement. The bidder, selected for the project, will have to enter into a contract agreement directly with NABFINS.

The contract agreement will contain various terms and conditions relating to payment, delivery and acceptance, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature and information, provided by the bidder for the solution and agreed to by NABFINS, will also form part of the agreement.

The bidder at his own expense will register the contract agreement by paying the appropriate stamp duty. The first page of the contract agreement shall be on a stamp paper of appropriate value as decided and communicated by NABFINS.

The original bill/invoice for the services rendered must be furnished along with the prices thereof, as per the terms and conditions contained in this document.

Payment shall be made on the actual procurement.

The Successful Bidder and the team shall abide by the ISMS framework (ISO 27001:2013 or above) and PCI:DSS framework which includes Incident Management, Change Management, Capacity Management, Configuration Management etc. Bidder shall be liable for not meeting the security standards or desired cyber aspects of all the Information Communications and Technology (ICT) resources.

8.1 Application

For the purpose of the Purchase Agreement as well as for the purpose of the Tender Document, the purchaser is:

The Managing Director,
NABFINS Limited,
3072, 14th cross, K R Road,
Banashankari 2nd Stage
Bengaluru, Karnataka 560070

8.2 Governing Language

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

8.3 Applicable Law

The Contract shall be governed and interpreted in accordance with laws in India.

8.4 Notice

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

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

8.5 Right to Alter Requirements

The bidder agrees that NABFINS has +/-10% limit on the additions or deletions on the items for the period of the contract. Further the bidder agrees that the prices quoted by the bidder would be adjusted on pro-rata basis with such additions or deletions in quantities.

8.6 Contract Agreements

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

8.7 Use of Contract Documents and Execution

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

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

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

8.8 Indemnity

The bidder shall, at its own cost and expenses, defend and indemnify NABFINS against all third-party claims (subject to notice in writing within 30 days of receipt of claim) arising out of the infringement of Intellectual Property Rights, including patent, trademark, copyright, cyber-security and Information security breaches arising from the performance of the contract that is directly attributable to the bidder in concurrence with the Vendor's Liability.

The bidder, subject to being notified within 30 days of such claims and shall have full rights to defend itself and NABFINS therefrom. Subject to the above, if NABFINS is required to pay compensation to a third-party resulting from such infringement, the Bidder shall reimburse NABFINS for such expenses including legal fees, as awarded by the Court. The reimbursement to NABFINS should happen within a period of 30 days from the date the court awarding the damages.

8.9 Cancellation of Contract & Compensation

In case of default, NABFINS will provide a cure period of 30 days and thereafter providing a 90 days' notice period, reserves the right to terminate the order/ contract fully or partly of the selected bidder and recover expenditure incurred by NABFINS on the following circumstances:

1. The selected bidder commits a material breach of any of the terms and conditions of the contract.



2. The bidder goes into liquidation voluntarily or otherwise.
3. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
4. Termination of progress regarding the execution of contract by the bidder is not as per SLA, Timelines, scope and terms of the RFP or if any material breach of contract.
5. Deduction on account of liquidated damages and/or service level penalties exceeds 10% of the total contract price.

NABFINS reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/ if any, under this contract.

In case of any termination of the contract, the Bidder shall be paid for all the services/ products provided by the Bidder until the date of termination after deducting any penalties, Liquidated damages as the case may be.

In the event of termination by NABFINS, the Bidder shall be paid for the following services till the date of termination:

1. Goods delivered
2. Services rendered

8.10 Earnest Money Deposit

The bidder shall also be required to submit Earnest Money of the amount as mentioned in Section 2: Key Information by way of remittance to NABFINS' Account (Account details are given below). The UTR No for this transaction must be indicated in the Bid Document.

NABFINS LIMITED Bank details

- Account No: 32635856611
- IFSC Code: SBIN0003286
- Branch: SBI Jayanagar II Block branch

The EMD security may be forfeited:

- (a) If a Bidder withdraws its bids during the period of Bid validity
- (b) If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
- (c) fails or refuses to perform, in accordance with the Terms and Conditions of the RFP or Contract.
- (d) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the RFP or Contract;
- (e) In case of successful Bidder, if the Bidder fails to Sign the contract
- (f) In case of any breach of the pre-contract integrity pact.

The selected successful bidder shall be required to enter into an agreement within 15 days from the date of award of the contract. The Earnest Money Deposit shall be refunded on signing of the

agreement. No interest shall be payable by the company on the Earnest Money Deposit. The EMD of unsuccessful bidders will be returned without any interest whatsoever within 30 days of awarding of the contract.

8.11 Resolution of Disputes

If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation within 30 days, then the Parties shall refer such dispute to arbitration. Both Parties may agree upon a single arbitrator, or each Party shall appoint one arbitrator, and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Bengaluru. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties, provided that each Party shall always be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

8.12 Liquidated Damages

NABFINS will consider the inability of the bidder to deliver the services, within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that NABFINS may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/services) by the bidder.

Installation & Implementation will be treated as incomplete in one / all the following situations:

1. Non-delivery of any component or other services mentioned in the order
2. Non-delivery of supporting documentation
3. Non-Completion of Activities within suggested timeline

8.13.1 Delay in services

- a. For delay in Services, subject to a maximum of 10% of the overall contract value, NABFINS may at its discretion, demand and recover from the Vendor(s) an amount equivalent to 1 (one) percent of the incomplete portion of services for every week of delay or part thereof for one month beyond the stipulated timelines.
- b. Delay of more than a month in implementation/services/ delivery shall be treated as significant delay and NABFINS may at its discretion, demand and recover from the vendor(s) an amount equivalent to 2 (two) percent of the undelivered portion of the contract value/incomplete portion of services for every week of delay or part thereof after one month.

8.13 Force Majeure

No Party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent the default or delay is caused, directly or indirectly, by Force Majeure and provided that the non-performing Party could not have been prevented such default or delay.

The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 21 days after the start of such non-performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if NABFINS determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the bidder, then NABFINS may terminate this Agreement effective immediately upon delivery of notice of termination to the bidder.

8.14 Prices

The prices shall be quoted in Indian Rupees (INR) only up to 2 decimal places and shall not have any effect from variations / fluctuations of any other currency.

The price charged by the bidder for the services performed to fulfil the scope of this RFP shall not vary from the contracted prices and shall remain valid for the contract period.

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

The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by NABFINS or any new tax introduced by the government will also be paid by NABFINS. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to NABFINS. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty. NABFINS will not pay any out-of-pocket expense.

8.15 Professional Fees/ Charges

If any of the items / activities as mentioned in the price bid and as mentioned in Appendix 1: Commercial bill of material are not taken up by NABFINS during the course of this assignment, NABFINS will not be liable to pay the professional fees / charges quoted by the bidder in the Price Bid against such activity / item. NABFINS shall pay the professional fees/ charges, only on actual basis, for which services have been availed in the contract period.

8.16 **Non-negotiability on RFP**

NABFINS is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. NABFINS always will benchmark the performance of the bidder to the RFP documents circulated to the bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make the same available at no extra costs to NABFINS, to achieve the desired service levels as well as meet the requirements of these documents.

All terms and conditions, payments schedules, time frame for implementation, and expected service levels as per this tender will remain unchanged unless explicitly communicated by NABFINS in writing to the bidder.

The bidders shall adhere to the terms of this RFP and shall not deviate from the same.

8.17 **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 bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of NABFINS. However, in case of merger / acquisition / corporate restructuring, the resultant Entity expressly assuming all rights and liabilities under this contract, supported by board resolution, will be accepted by NABFINS.

8.18 **Subcontracting**

The bidder shall not subcontract or permit anyone other than its personnels to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of NABFINS unless explicitly asked in the RFP.

8.19 **Minimum Wage Indemnity**

The bidder shall, at his own expense, defend and indemnify NABFINS against any Losses in respect of any damages or compensation payable in relation to any non-compliance with Applicable Law including (i) non-payment of wages, salaries, remuneration, compensation or the like and (ii) any Losses arising out of or in relation to any accident or injury sustained or suffered by the bidder's workmen, contractors, subcontractors, bidders, agent(s), employed/ engaged otherwise working for the bidder or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the bidder.

8.20 **Vendor's Liability**

- i. Notwithstanding anything contained in this RFP, the Vendor's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) shall be at actuals and limited to the overall contract value.
- ii. The vendor's liability in case of claims against NABFINS resulting from wilful misconduct of the Vendor, its employees and subcontractors, gross negligence, or from infringement of

patents, trademarks, copyrights or such other Intellectual property rights or breach of confidentiality (excluding liability for personal sensitive data), shall be unlimited.

- iii. In no event shall either party be liable to the other for any indirect, incidental or consequential damages or liability, loss of profits or goodwill, revenue, and anticipated savings. Gross Negligence means serious disregard which involves an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.
- iv. Wilful Misconduct means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form.

8.21 **Contract Period**

The contract period will commence from the date of execution of the contract or 15 days from the issuance of PO, whichever is earlier.

Bidder is required to ensure that contract is executed within 15 days of issuance of PO.

NABFINS will enter into a contract with the selected bidder for the Information Security Audit, comprising of initial pre audit phase followed by a post-audit phase (as mentioned in the project timelines section) for any verification or validation activities post-assessment.

The rates applied by the bidder in the commercial bid for the IS Audit will serve as the basis for any extended services, such as post-audit support or additional data verification.

For any subsequent extension or additional audit work required beyond the contract period, NABFINS reserves the right to renegotiate rates, subject to a maximum increase of 10% based on the bidder's proposed rates in the commercial bid.

In the event of an extension, the terms and conditions of the original contract will remain the same unless otherwise agreed upon by both parties.

8.22 **Publicity**

Any publicity by the bidder in which the name of NABFINS is to be used should be done only with the explicit written permission of NABFINS and vice versa.

8.23 **Privacy of Security Safeguards**

The Successful Bidder shall not publish or disclose in any manner, without NABFINS's prior written consent, the details of any security safeguards designed, developed, or implemented by the Successful Bidder under this contract or existing at any NABFINS location. The Successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all NABFINS

data and sensitive application software. The Successful Bidder shall also ensure that all its employees and associated staff who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without NABFINS's prior written consent, the details of any security safeguards designed, developed, or implemented by the Successful Bidder under this contract.

8.24 Confidentiality

All confidential information (from either party) is deemed as confidential within 15 days of disclosure by the disclosing party. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information for any other purpose other than requirement for meeting the scope of the RFP.

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

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

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

Confidential Information shall not be used, reproduced or derived any benefit out of in any form except as required to accomplish the intent of this RFP. Any reproduction of any Confidential Information of NABFINS shall remain the property of NABFINS and shall contain any and all confidential or proprietary notices or legends which appear on the original.

With respect to the Confidential Information of NABFINS, the bidder

- a. shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and
- b. shall not disclose any Confidential Information of the other to any person other than individuals such as counsel, directors, officers, employees, agents and representatives whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein.
- c. As used herein "Reasonable Steps" means those steps the bidder takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. If the bidder is compelled by Applicable Law or legal process to disclose Confidential Information of NABFINS, it shall provide NABFINS with prompt prior notice of such compelled



disclosure (to the extent legally permitted) and reasonable assistance, at NABFINS expense, if NABFINS wishes to contest the disclosure

- d. The bidder shall not, without the prior written consent of the NABFINS, make use of any document or information except for purposes of performing its obligations hereunder.

The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that:

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

The selected bidder shall submit a non-disclosure agreement as per Annexure 11 on non-judicial stamp paper of appropriate value.

The bidder shall not publish or disclose in any manner, without the NABFINS prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under the Contract or existing at any NABFINS location.

The bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the NABFINS (removed for repair, replaced or upgraded) are cleared of all NABFINS data and software.

The bidder shall also ensure that all subcontractors (if permitted in Contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the NABFINS's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this RFP or the Contract or existing at any NABFINS location or any other locations (as approved by NABFINS).

Upon request of NABFINS, the Bidder shall promptly ensure that their Affiliates, directors, officers, agents, counsel, representatives and employees promptly:

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

8.25 **Compelled Disclosure**

If the Receiving Party is compelled by law, Judicial (Courts) or regulatory authority to disclose Confidential Information of the Disclosing Party, it shall promptly notify the disclosing party, to the

extent permitted by law, to permit disclosing party to seek a protective order or take other appropriate actions and shall assist in such activities.

The receiving party shall disclose only that part of confidential information as is required by law to be disclosed and the receiving party shall request that all confidential information disclosed is accorded confidential treatment and protective care.

8.26 Adherence to Terms & Conditions

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

8.27 Execution of Contract, SLA and NDA

The bidder and NABFINS should execute

- (a) Contract, which would include all the service and terms and conditions of the services to be extended as detailed herein and as may be prescribed by NABFINS and
- (b) Non-disclosure Agreement.

The bidder should execute the contract, SLA, and NDA within 15 days from the issuance of the purchase order.

8.28 Successful Bidder's Personnel

The Successful Bidder will agree, acknowledge and covenant that:

1. The personnel to be employed by the successful Bidder for carrying out the Works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the Works;
2. The personnel employed shall have the necessary qualifications and skill sets as agreed to by NABFINS;
3. The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;
4. In case of services of an existing employee of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice must be given to NABFINS, and a replacement of equivalent qualification should be deployed; and

NABFINS shall have the right to require the Successful Bidder to remove any of their personnel for misconduct, inefficiency or any other reason specified by NABFINS

Other Terms & Conditions

1. The Bidder is prohibited from erasing, purging, revoking, altering or changing any data during the audit period
2. NABFINS reserves the right to:
 - i. Reject any and all responses received in response to the RFP

- ii. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery
- iii. Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at one time
- iv. Extend the time for submission of all proposals
- v. Select the most responsive bidder (in case no bidder satisfies the Eligibility cum Technical criteria in totality)
- vi. Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- vii. Share the information / clarifications provided in response to the RFP by any bidder, with any other bidder(s) / others, in any form.
- viii. Cancel the RFP at any stage
- ix. Interview the personnel being deployed on the project
- x. Take presentations on the scope of services of the bidders.

8.29 **Substitution of Project Team Members**

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome delay or is critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of NABFINS by providing other staff of the same level of qualifications and expertise.

8.30 **Solicitation of Employees**

Both the parties agree not to hire, solicit, or accept solicitation for their employees directly involved in this contract during the period of the contract and six months thereafter, except as the parties may agree on a case-by-case basis. The parties agree that, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

8.31 **Professionalism**

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

8.32 Integrity Pact

Signing of the IP with NABFINS would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder who fails to sign the document or refusing to sign shall be disqualified in the bidding process.

The format of the Integrity Pact is enclosed in Annexure 13.

8.33 Adherence to Laws and Standards

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations and subject matters of the contract.

Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008), Digital Personal Data Protection Act 2023 and Payment and Settlement Systems Act 2007 and amendments thereof as applicable.

NABFINS reserves the right to conduct an audit / ongoing audit of the services provided by the bidder.

8.34 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with NABFINS, with regard to the obligations under the contract.

Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its Board, authenticated by company Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy to discuss or sign agreements/ contracts with NABFINS. The bidder shall furnish proof of signature identification for above purposes as required by NABFINS.

8.35 Applicable Laws and Jurisdiction

The Contract with the selected bidder shall be governed in accordance with the laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Bengaluru (with the exclusion of all other Courts).

8.36 Collusive Conduct

Bidders and their officers, employees, agents and advisers must not engage in any collusion, anti – competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodging of responses.

By submitting a signed proposal, the bidder certifies that:

1. It has arrived at the prices in its proposal without agreement or discussion with any other bidder of this RFP for the purpose of restricting competition.

2. The prices in the proposal have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. No attempt by the bidder to induce any other bidder to submit or not submit a proposal for restricting competition has occurred.

8.37 **Unlawful Inducements**

A bidder and its respective officers, employees, agents or advisers must not have violated and must not violate any applicable laws regarding the offering of inducements in connection with the preparation of their response. Bidders and their representatives must not directly or indirectly attempt to unduly influence the outcome of the RFP process.

8.38 **Conflict of Interest**

The bidder shall disclose to NABFINS 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.

8.39 **Risk & Title**

The risk, title and ownership of the goods supplied under this contract shall be transferred on to NABFINS on installation & acceptance of goods at NABFINS's site.

8.40 **Amalgamation**

If NABFINS undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

8.41 **Security**

For all solution(s), application(s), software(s), hardware/ networking component(s) and security component(s) that the bidder provides as part of the requirements of this RFP, the bidder is requested to ensure that adequate controls and governance are implemented. Audit trail and logs of the corresponding solution and/or application and/or software and/or hardware and/or networking components and/or security components must be logged, reported, monitored and made available to NABFINS for further analysis. The transfer of audit trail and logs, of the in-scope components mentioned above, to NABFINS's Security Operations Center or to NABFINS's custodian, may be fulfilled on real time basis or store & forward basis, as decided by NABFINS.

9 **General Instructions**

9.1 **Request for Additional Information**

Recipients/ Bidders are required to direct all communications for any clarification related to this RFP, to the designated NABFINS officials and must communicate the same in writing as per the schedule defined in section 2. All queries relating to the RFP, technical or otherwise, must be in writing only. NABFINS will try to reply, without any obligation in respect thereof, to every reasonable query raised by the Recipients in the manner specified.

However, NABFINS will not answer any communication reaching NABFINS later than the time specified in section 2: Key Information's to receive clarifications.

NABFINS may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidders. All such information and material provided must be taken to form part of the Bidder's response. Bidders should invariably provide details of their email addresses and contact information.

9.2 Pre-Bid Meeting

NABFINS plans to hold a pre-bid meeting as per Schedule mentioned in Section 2 at the address specified in Bid details under introduction note to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered.

Interested Bidders will be allowed to participate in the Pre-Bid meeting. NABFINS will allow a maximum of 2 representatives from each Bidder (including OEM partners) to participate in the pre-bid meeting.

Bidders are requested to send their queries relating to RFP to NABFINS by email, well in advance (latest by Schedule mentioned in Section 2) so that the same could be discussed during the Pre-Bid meeting with interested Bidders.

Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

NABFINS will have the liberty to invite its technical consultant or 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.

9.3 Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

9.4 Language of Bid

The language of the bid response and any communication with NABFINS must be in written English only.

9.5 Period of Validity of Bids

Bids should remain valid for the period of at least six (6) months from the last date for submission of bid prescribed by NABFINS. A bid valid for a shorter period shall be rejected by NABFINS as non-responsive. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission.

9.6 Errors and Omissions

Each Recipient should notify NABFINS of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

9.7 Amendment of Bidding Documents

Any time prior to the last date for bid-submission, NABFINS may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on NABFINS's website. No individual communication would be made in this respect.

9.8 Authorization to Bid

- a. The bid shall be signed by the bidder, or any person duly authorized to bind the bidder to the contract. The signatory shall submit a declaration in Annexure 4: Letter of Authorization, along with authenticated documentary evidence establishing that he/she is empowered to sign the tender documents and bind the bidder. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- b. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign and stamp all pages of the Bid. The designated personnel should be authorized by a senior official of the Organization/board resolution having such authority to do so.
- c. All pages of the tender documents except brochures, if any, may be signed by the authorized signatory.

In case the principal Bidder authorizes his business partners/ authorize distributors to bid on his behalf, a separate authorization letter with a commitment to fulfill the terms of the RFP should be submitted. Necessary resolutions/authority available should be enclosed.

9.9 Bidder's obligation to inform

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

9.10 Cost borne by the Bidder

All costs and expenses (whether in terms of time or money) incurred by the bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NABFINS, will be borne entirely and exclusively by the bidder. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract will be borne entirely by the successful bidder.

9.11 No Legal Relationship

No binding legal relationship will exist between any of the bidder and NABFINS until execution of a contractual agreement to the full satisfaction of NABFINS.

9.12 Two Bid System

1. The bidder shall submit his response to the present tender separately in two parts – “The eligibility cum Technical Bid” and “Commercial Bid”.

Eligibility cum Technical Bid will contain Eligibility and Technical Documentation, Approach & methodology, product specifications / response to functional and technical specifications etc. whereas Commercial bid will contain the pricing information as per the Bill of Material given in the RFP.

In the first stage, only the eligibility cum Technical Bids shall be opened and evaluated as per the criterion determined by NABFINS.

Those Bidder meeting the Eligibility cum Technical criteria as mentioned in the RFP shall be shortlisted for opening their commercial bid. The bidder is required to submit soft copy of the eligibility cum Technical bid in a Pen drive.

2. NABFINS reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
3. Bid document should be duly filled and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner.
4. Brochures / leaflets etc. should not be submitted in loose form.
5. All the pages of the submitted Bid Documents should be serially numbered with the Bidder’s seal duly affixed with the Signature and Stamp of the Authorized Signatory on each page.
6. Documentary proof, wherever required, in terms of the RFP shall be enclosed and serially numbered and mapped with the required clauses.

9.13 Acceptance to Terms

The Recipient will, by responding to NABFINS’s RFP document, be deemed to have accepted the terms as stated in this RFP document and its subsequent amendments.

9.14 Submission to NABFINS

The bid has to be dropped inside the tender box provided at NABFINS Limited Head Office, Bangalore. It is the responsibility of the bidder to see that their bids are delivered by the specified time at the above address.

The RFP response documents should be submitted in paper copies - hard bound in sets. Each set should contain the following:

1. ENVELOPE – I: Eligibility cum Technical Criteria:

Separate envelope with superscriptions as “**Eligibility cum Technical Criteria**” should be included within the overall Envelope. The Bidder should submit the following:

- a. Earnest Money Deposit/Bid Security (Transaction proof shall be indicated for remittance)

- b. The sheet mentioning compliance/ non-compliance to all the Eligibility cum Technical criteria specifications with remarks and other requirements given in ***Annexure:10 Confirmation of Eligibility***
- c. All the proofs required for Eligibility cum Technical criteria as mentioned in ***Annexure:10 Confirmation of Eligibility***
- d. ***A softcopy of the above along with supporting document in a Pen drive.***

2. ENVELOPE – II: Commercial Bid:

The Price Bid document should give all relevant price information. **Please note that if any envelope is found to contain both eligibility cum technical bid and commercial bid together, that bid will be rejected summarily. Commercial Bid should be submitted in hardcopy only and no softcopy of commercial bid is required.**

- a) Commercial Bid Containing the following documents:
 - Annexure 3- Commercial Compliance Certificate
 - Appendix 1- Commercial Bill of Material

NABFINS may seek clarifications from the any or each bidder as a part of eligibility cum 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 parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by NABFINS.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.

Paper copies of RFP response as mentioned above along with the Earnest Money Deposit & one electronic copy (in standard readable format on Pen Drive) of Eligibility cum Technical Bid must be submitted to NABFINS at the following address.

The Managing Director,
NABFINS Limited,
3072, 14th cross, K R Road
Banashankari 2nd Stage
Bengaluru Karnataka 560 070

Any other mode of submission, e.g. by fax, e-mail etc. will not be accepted.

9.15 Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in the Key Information of the RFP will be rejected and returned unopened to the Bidder.

9.16 Bid Opening

1. NABFINS will open only the Eligibility Cum Technical Bids as per the schedule mentioned in this RFP. The Commercial Bid of only qualified bidders will be opened on a later date after the eligibility cum technical evaluation. NABFINS will notify the date and time for Commercial Bid Opening to the qualified bidders.
2. Alterations in the bids, if any, made by the bidders should be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening of the Bids. 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 authorised by the executive who has signed the bid.

10 Evaluation Process

10.1 Objective of the Evaluation Process

NABFINS will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. NABFINS plans to, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and NABFINS reserves the right for such waivers and NABFINS's decision in the matter will be final.

Each bidder acknowledges and accepts that NABFINS may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a bidder. The bidder unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

NABFINS may call for any clarifications/additional particulars required, if any, on the eligibility cum technical/ commercial bids submitted. The bidder must submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. NABFINS reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the bidders based on the bids submitted by them. NABFINS also reserves the right to conduct Reference Site Visits/Reference call at the bidder's/bidder's proposed client sites. The bidders who qualify in the eligibility cum technical criteria shall be shortlisted for the final commercial evaluation.

Through this Request for Proposal, NABFINS aims to select a Bidder/ application provider who would undertake the designing and implementation/audit 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 with a Service Level Agreement.

10.2 Preliminary Examination of Offers

1. NABFINS will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
2. NABFINS may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
3. NABFINS will first examine whether the Bid and the Bidder is eligible in terms of Eligibility cum Technical Criteria. The bids not meeting the Minimum Eligibility cum Technical Criteria shall not be considered for further evaluation.

4. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, NABFINS Guarantee, Eligibility cum Technical Criteria, will be deemed to be a material deviation.
5. NABFINS's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
6. If a Bid is not responsive, it will be rejected by NABFINS and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

10.3 Eligibility cum Technical Evaluation Process

NABFINS shall scrutinize the Eligibility cum Technical bid submitted by the bidder. A thorough examination of supporting documents to meet each Eligibility cum Technical criteria (Section 5) shall be conducted to determine the Eligible bidders. Bidders not complying with the Eligibility cum Technical criteria are liable to be rejected and shall not be considered for Commercial Evaluation.

Any credential/supporting detail mentioned in "Section 5-Eligibility cum technical Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled, and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

10.4 Clarification of bids

To assist in the scrutiny, evaluation, and comparison of offers/bids, NABFINS may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of NABFINS in this regard shall be final, conclusive and binding on the bidder.

The bidder shall notify NABFINS in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. NABFINS reserves rights to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to NABFINS.

10.5 Commercial Evaluation Process

The commercial bid of only those bidders shall be opened who have been eligible and technically qualified based on the eligibility cum technical proposal. These qualified bidders as per evaluation process will participate in commercial evaluation process. NABFINS will notify the date and time for opening the commercial bid to the qualified bidders.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after eligibility cum technical evaluation, would be opened. The format for quoting commercial bid set out in Appendix 1-Commercial Bill of Material. The commercial offer should consist of comprehensive Cost for required solution/services. Bidder must provide detailed cost breakdown, for every category mentioned in the commercial bid. NABFINS will determine whether the Commercial Bids are complete, unqualified, and unconditional. Omissions, if any, in costing any item shall not entitle the

firm 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.

NABFINS will notify the name of the eligible bidders for participating in Commercial Bid Evaluation. Bidder (L1) quoting the lowest bid will be selected on the basis of Total Price (Total cost of ownership).

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

- If there is a discrepancy between words and figures, the amount in words shall prevail
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- If there is discrepancy between unit price and total price, the unit price shall prevail
- If there is a discrepancy in the total, the correct total shall be arrived at by NABFINS
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- At the sole discretion and determination of NABFINS, NABFINS may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- All liability related to non-compliance of this Minimum Wages Requirement and any other law will be responsibility of the bidder.
- The eligible bidder shall not automatically qualify for becoming selected bidder and for award of contract by NABFINS.
- The Lowest Commercial Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by NABFINS.
- NABFINS shall not incur any liability to the affected Bidder on account of such rejection.
- The Bidder whose eligibility cum technical Bid and commercial Bid is accepted will be referred to as "Selected Bidder" and NABFINS will notify the same to the Selected Bidder.
- The final decision on the vendor will be taken by NABFINS. The implementation/audit of the project will commence upon successful negotiation of a contract between NABFINS and the selected bidder based on the evaluation.
- If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, NABFINS reserves the right to award the contract to the next most eligible bidder based on the evaluation.
- 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. NABFINS will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

Errors and Omissions

On any issue or area of material concern respecting the RFP not specifically dealt the terms defined in the RFP, the decision of NABFINS shall be final and binding on all concerned.

10.6 Key Guidelines:

1. Bidder's proposal should strictly conform to the specifications.

2. Proposals not conforming to the specifications will be rejected subject to NABFINS's discretion. Any incomplete or ambiguous terms / conditions / quotes may result in disqualification of the offer at NABFINS's discretion.
3. For supplementary information a separate sheet should be used.
4. All pages should be numbered (like 1/xxx, 2/xxx where xxx is last page number of Bid document) and signed under the company seal.
5. Eligibility cum Technical Bid documents are to be properly hard bound.
6. NABFINS reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any vendor in the final short-list.

10.7 Sealing and Marking of Bids

1. The Bidder has to submit 2 copies of the response and a soft copy of the **complete Eligibility cum Technical bid** in Microsoft Office / Open Office format on a Compact Disc (CD)/PEN-DRIVE super-scribing "**Soft Copy of Eligibility cum Technical Bid for Selection of vendor for IS Audit of Core MFI Solution on cloud**". The Bidder will not furnish the softcopy of the commercial bid.
2. The Bidder shall seal the envelopes containing "**Envelope – I: Eligibility cum Criteria**" and "**Envelope – II: Commercial Bid**" separately and the two envelopes shall be enclosed and sealed in a SINGLE OUTER ENVELOPE marked as "**ORIGINAL: Selection of vendor for IS Audit of Core MFI Solution on cloud -FINAL BID**"
3. The inner and outer envelopes shall:
 - a) be addressed to NABFINS at the address given; and
 - b) Bear the following in separate envelopes.
 - i. "Selection of vendor for IS Audit of Core MFI Solution on cloud -**Eligibility cum Technical Bid**",
 - ii. "Selection of vendor for IS Audit of Core MFI Solution on cloud - **Commercial Bid**,
 - c) All envelopes should indicate on the cover the name and address of the Bidder.
4. If the outer envelope is not sealed and marked, NABFINS will assume no responsibility for the bid's misplacement or premature opening.

11 Additional Instructions for Bidders

11.1. General Instructions

Nature of Bid

- a) Bids will be permitted only from a single entity.
- b) Consortium bidding is not allowed.

Information Ownership

All information processed, stored, or transmitted by successful Bidder equipment belongs to NABFINS. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder



understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Any information considered sensitive by NABFINS must be protected by the successful Bidder from unauthorized disclosure, modification, or access. NABFINS's decision will be final.

Types of sensitive information that will be found on NABFINS system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

The successful Bidder shall not publish or disclose in any manner, without NABFINS's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of NABFINS location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all NABFINS data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without NABFINS's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any NABFINS location.



12 Service Levels & Penalties

12.1. At-Risk Amount

The monthly At-Risk Amount ('ARA') shall be 15% of the estimated monthly payout of the respective month.

13 Annexure & Appendix

13.1. Appendix

Appendix 1: Commercial Bill of Material

S. No.	Details	Price (in INR)
1	Information Security Audit	
Grand total		
Grand total in words		

Instructions

1. The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the corrigendum in the respective sections of the price bid. The prices for the respective solutions would be deemed to include all components required to successfully execute the audit.
2. If there is any calculation error in total, the same shall be recalculated. Unit price will prevail.
3. The Bidders should quote as per the format of Bill of Material only
4. All amounts in the Bill of Material should be in INR
5. All the prices quoted by the bidder shall be exclusive of taxes but inclusive of all out-of-pocket expenses.
6. Any price left blank by the bidder shall be considered that bidder has factored the requisite cost to provide the sought services and shall be provided to NABFINS at no additional cost.



13.2. Annexures

Annexure 1: Compliance to Scope of work requirements

To,
The Managing Director,
NABFINS Limited,
3072, 14th cross, K R Road,
Banashankari 2nd Stage
Bengaluru, Karnataka 560 070

Ref: - RFP for Selection of vendor for Information Security Audit of Core Micro-Finance Solution on Cloud

Dear Sir,

This is to confirm that we have submitted a bid and unconditionally accept all (100%) requirements mentioned in Scope of Work (Section 6) and payment terms (Section 7) as mentioned in the said RFP including all corrigendum/amendment floated by NABFINS pertaining to Selection of vendor for Information Security Audit of Core Micro-Finance Solution on Cloud.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

Annexure 2: Technical Proposal Format

Particulars to be provided by the bidder in the technical proposal – RFP Reference no. NABFINS/RFP/015/2024-25

Sr. No.	Particulars	Response from the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to NABFINS	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of : Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Turnover of the bidder Year 2021-22 Year 2022-23 Year 2023-24 Documentary proofs are to be enclosed	
10	Net Profit (after taxes) of the bidder Year 2021-22 Year 2022-23 Year 2023-24 Documentary proofs are to be enclosed	
11	Net Worth of the bidder Year 2021-22 Year 2022-23 Year 2023-24 Documentary proofs are to be enclosed	

Sr. No.	Particulars	Response from the bidder
12	Details of the similar assignments executed by the bidder during the last two years (Name of Client, time taken for execution of the assignment and documentary proofs from Client are to be furnished)	Annexure 5 to be filled and details to be provided

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that NABFINS can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if NABFINS observes any misrepresentation of facts on any matter at any stage, NABFINS has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date fixed for bid opening.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that NABFINS will have the right to disqualify us in case of any such deviations.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)



Annexure 3: Commercial Compliance Certificate

RFP No: NABFINS/RFP/015/2024-25

Date:

The Managing Director,
NABFINS Limited,
3072, 14th cross, K R Road,
Banashankari 2nd Stage
Bengaluru, Karnataka 560 070

Dear Sir,

Having examined the RFP including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the services in conformance to the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this RFP.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted by NABFINS, any time before the expiry of that period.

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

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

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We agree to the Scope, SLAs and other terms mentioned in the Tender document.

We, and our proposed OEM solution provider are not blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ PSU/ PSE or banks in India.

Terms & Conditions:

The fee quoted shall cover components and services on a fixed price basis inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by NABFINS or any new tax introduced by the government will also be paid by NABFINS. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to NABFINS. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. NABFINS will not pay any out of pocket expense.



(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

***Note: Vendor will work as per the timings of NABFINS*



Annexure 4: Letter of Authorization

The Managing Director,
NABFINS Limited,
3072, 14th cross, K R Road,
Banashankari 2nd Stage
Bengaluru, Karnataka 560 070

Dear Sir,

Ref: - RFP no. **NABFINS/RFP/015/2024-25** for Selection of vendor for Information Security Audit of Core Micro-Finance Solution on Cloud

Sub: Letter of Authorization for Submission of Bid vide **Ref. No:** NABFINS/RFP/015/2024-25

We hereby authorize <Name of the person> (<Designation of the person>) to represent M/s _____ on behalf of our firm, having our corporate office at <Address of the firm/corporate office/head office>.

Mr/Ms/Mrs <Name of the person> is also authorized to attend meetings & submit eligibility cum technical and commercial information/ clarifications as may be required by you in the course of evaluation of bid.

We also authorize Mr/Ms/Mrs <Name of the person> to make declarations and to submit documents, wherever required, on our behalf. These declarations and submissions are made towards the requirement of submitting our bid vide Tender No. **NABFINS/RFP/015/2024-25** and any other applicable laws that may be in force.

We further confirm that we are liable for and bound by all acts of commission and omission by the authorized representative. All acts committed by the above authorized representatives shall be treated as if these acts were committed by the firm.

We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company. We agree and understand that the NABFINS may debar us from participating in future tenders for any such failure on our part.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:



(Name and address of the bidder)
(Company Seal)

Copy of Board resolution authorizing the person whoever is authorizing the bidder representative should also be submitted along with the letter.



Annexure 5: Proposed Agency Profile

Sr. No.	Particulars	Bidder Response
1	Names and designations of the persons authorized to make commitments to NABFINS (including mobile number and email ID)	
2	No. of years of experience of the vendor providing services covered within the RFP	

Sr. No.	Name of Client where the vendor was associated for similar type of services	Duration of association with the vendor
1		
2		
3		
4		

We hereby confirm that the information provided by us is true and to the Best of our Knowledge.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)



Annexure 6: Confirmation of Terms & Conditions

RFP No: NABFINS/RFP/015/2024-25

Date:

The Managing Director,
NABFINS Limited,
3072, 14th cross, K R Road,
Banashankari 2nd Stage
Bengaluru, Karnataka 560 070

Dear Sir,

Sub: Request for Proposal for Selection of vendor for Information Security Audit of Core MFI Solution

Further to our proposal dated _____, in response to the Request for Selection of vendor for Information Security Audit of Core Micro-Finance Solution on Cloud (hereinafter referred to as “RFP”) issued by NABFINS we hereby covenant, warrant and confirm as follows:

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

This is to confirm that we have submitted a no deviation bid and unconditionally accept all requirements, Payment Terms, Integrity Pact, SLAs and the Terms and Conditions as mentioned in the said RFP including all corrigendum/amendment floated by NABFINS pertaining to Selection of vendor for Information Security Audit of Core Micro-Finance Solution on Cloud.

Any assumption or exclusion or Limitation submitted by us in the proposal (anywhere in the proposal) which are contradictory to the RFP stands null and void whether highlighted or not highlighted by NABFINS during the evaluation process.

Yours faithfully,

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)



Annexure 7: Tender Offer Cover Letter

RFP Reference No NABFINS/RFP/015/2024-25

Date:

The Managing Director,
NABFINS Limited,
3072, 14th cross, K R Road,
Banashankari 2nd Stage
Bengaluru, Karnataka 560 070

Dear Sir,

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Selection of vendor for Information Security Audit of Core Micro-Finance Solution on Cloud to NABFINS as mentioned in RFP document in conformity with the said tender documents, and in accordance with the Commercial bid and made part of this tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared keeping in view, any specific bidder.

If our tender offer is accepted, we shall obtain the guarantee of a bank for a sum equal to 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer for 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by NABFINS any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with NABFINS's written acceptance thereof and NABFINS's notification of award, shall constitute a binding contract between us.

We understand that NABFINS is not bound to accept the lowest or any offer NABFINS may receive.

Dated this _____ day of _____, 20

Signature: _____

In the Capacity of :- _____ duly authorized to sign the tender offer for and on behalf of

Annexure 8: Submission Checklist

The bidder has to ensure that the following have been submitted as a part of the RFP submission process.

Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid.

The following files need to be submitted.

Submission Checklist for Eligibility cum Technical Bid

Formats

The following Letters and Formats need to be submitted.

Letter / Format	Submitted (Bidder)
Annexure 1: Compliance to Scope of Work requirements	YES/NO
Annexure 2: Technical Proposal Format	YES/NO
Annexure 4: Letter of authorization	YES/NO
Annexure 5: Proposed Agency Profile	YES/NO
Annexure 6: Confirmation of Terms & Condition	YES/NO
Annexure 7: Tender Offer Cover Letter	YES/NO
Annexure 8: Submission Checklist	YES/NO
Annexure 10: Confirmation of Eligibility	YES/NO
Annexure 11: NDA	YES/NO
Annexure 13: Integrity Pact (on Stamp Paper)	YES/NO
Annexure 14: Land border confirmation	YES/NO
CVs of resources proposed	YES/NO
Technical proposal including Approach for IS Audit, resource deployment plan, proposed solutions etc.	YES/NO

Submission Checklist for Commercial Bid Documents

The following documents need to be provided by the Bidder for the Commercial Bid in a separately sealed cover.

Commercial Bid Documents	Submitted (Bidder)
Appendix 1: Commercial Bill of Material	YES/NO
Annexure 3: Commercial Compliance Certificate	YES/NO

Annexure 9: Pre-bid query format

Bidder’s request for Clarification - to be submitted before the last date mentioned in the RFP for submitting the pre-bid queries

If, bidder, desiring to respond to RFP, require any clarifications on the points mentioned in the RFP may communicate with NABFINS using the following format.

All questions received before deadline specified 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, NABFINS may at its discretion, answer all such queries in the Pre-bid meeting.

Pre Bid Query Format

Query Reference No	RFP (point number)	Section	RFP Page Number	RFP Excerpt	Query Description/ Clarification sought

Name and signature of authorized person issuing this request for clarification

Signature/Date
 Official designation

1. In case of multiple queries, the contact details need not be repeated and only the details in the pre-bid query format (table provided above) are to be furnished for the subsequent queries.
2. The queries should be submitted in a spreadsheet using the same column headings specified in the table above, preferably in MS Excel file format.
3. Please indicate the preferred method and address for reply.

Annexure 10: Confirmation of Eligibility

The bidder must fulfil the criteria mentioned in the table below in order to bid for this RFP:

S.No.	Criteria	Supporting Documents	Criteria	Supporting Documents
1.	The Bidder should be CERT-IN empanelled auditor	Certificate of Empanelment, along with link of CERT-IN website enlisting the bidder as CERT-IN empaneled AND Self-Declaration on Bidder's Letterhead signed by the authorized signatory		
2.	The Bidder should not have been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ any Government Department/ PSU/ PSE/Financial Institution in India.	Self-Declaration on Bidder's Letterhead signed by the authorized signatory: The Undertaking statement is as follows: "We M/s_____ confirm that we have not been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ any Government Department/ PSU/ PSE/Financial Institution in India as on the date of bid submission."		
3.	The bidder should not have provided any IT services, including program management, systems integration, requirement specifications,	Self-Declaration on Bidder's Letterhead signed by the authorized signatory: The Undertaking statement is as follows:		

S.No.	Criteria	Supporting Documents	Criteria	Supporting Documents
	software application etc., either directly or indirectly through a consortium in the past to NABFINS for Core MFI solution(s)	“We M/s_____ confirm that we have not provided any IT services, including Program management, systems integration, requirement specifications, Software application etc., either directly or indirectly through a consortium in the past to NABFINS for Core MFI solution (s).”		
4.	The bidder must be specialized in IS Audit services for at least 2 years in India as on the date of bid submission.	Copy of ‘Contract/Purchase order’ with confirmation/credential from client		
5.	The Bidder should have carried out IS Audit services in at least 2 BFSI in India	Copy of ‘Contract/Purchase order’ with confirmation/credential from client on having executed the PO to satisfaction.		
6.	Bidder Compliance to land border	Self-Undertaking from bidder (Annexure 15)		

Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the Eligibility cum Technical criteria. NABFINS reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of NABFINS in this regard shall be final, conclusive and binding upon the Bidder.
- In case of business transfer where bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired business may be considered.
- In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, Credentials, etc. may be considered.



- Either the bidder on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the said RFP. In a situation where multiple bids from the same Audit Service Provider (OEM Make) are received, all the bids of the same OEM product shall be liable for rejection.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)



Annexure 11: NDA Format

(On Rs.200 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... Thisday of.....20

BY AND BETWEEN

NABFINS LIMITED, a FIRST PARTY incorporated under the Companies Act, 1956 and having its Registered Office at 3072, 14th Cross, K.R. Road, Banashankari 2nd Stage, Bangalore – 560070 represented by Managing Director, (hereinafter referred to as “First party or NABFINS” which expression shall unless excluded by or repugnant to the context or meaning – thereof be deemed to include its successors-in-interest and permitted assigns) of the FIRST PARTY (OTHER PART)

AND

....., 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;

The Vendor and NABFINS are hereinafter collectively referred to as “the Parties” and individually as “the Party”

WHEREAS:

1. NABFINS is engaged in the business of providing financial services to its customers and intends to **Selection of vendor for Information Security Audit of Core MFI Solution**
2. In the course of such assignment, it is anticipated that NABFINS 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 Implementation/Audit 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 NABFINS. The Vendor undertakes to safeguard and protect such confidential information as may be received from NABFINS.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and NABFINS granting the Vendor and or his agents, representatives to have specific access to NABFINS 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 NABFINS 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/Audit 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 NABFINS,
- (c) was rightfully obtained by the Vendor from a source other than NABFINS 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 NABFINS of such order and afford NABFINS 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 disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party 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 the rights of NABFINS 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 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 same 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 persons in the direct employment of the Vendor 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 employees 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 NABFINS immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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 NABFINS and any of its Affiliates, customers and their accounts (“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 NABFINS's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes and procedures; or
- d) current and future business plans; or
- e) personnel information; or
- f) Financial information.

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 NABFINS.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABFINS, whichever is earlier. The Vendor

hereby agrees and undertakes to NABFINS that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to NABFINS, all information received by it from NABFINS 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 NABFINS to certify in writing upon request of NABFINS that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by NABFINS to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABFINS.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to NABFINS 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, NABFINS may suffer immediate irreparable loss for which monetary compensation may not be adequate. NABFINS 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.

Any claim for relief to NABFINS shall include NABFINS's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements 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 Bangalore shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

9. Indemnity: The Vendor shall defend, indemnify and hold harmless NABFINS, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this



Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. 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 NABFINS be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by NABFINS constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

NABFINS discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by NABFINS 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 NABFINS from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

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.

For and on behalf of NABFINS

()

()

(Designation)

(Designation)



Annexure 12: Contract Form Format

(ON A NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

THIS MASTER AGREEMENT is made on this day of _____2025, at Bangalore:

PARTIES TO THE AGREEMENT:

NABFINS, a body corporate constituted under _____ and also an existing company within the meaning and scope of the Companies Act, 1956 and having its head office at _____ (hereinafter referred to as NABFINS, which expression shall unless it be repugnant to the meaning thereof mean and include its successors and assigns);

and

_____, a company incorporated under the ___ Act, 19___ and having its registered office at _____, _____, India (hereinafter referred to as the Vendor, which expression shall unless it be repugnant to the meaning thereof mean and include its successors and permitted assigns).

In this Agreement (as defined later), NABFINS and the Vendor shall be referred to as Parties when the reference is to all of them together and shall be referred to as a Party when reference is to one of them.

Background:

1. NABFINS LIMITED (hereafter referred to as the company or NABFINS) is a public limited company registered as a Non-Banking Finance Company– Micro Finance Institution (NBFC – MFI) with the Reserve Bank of India.
2. The Vendor has represented to NABFINS that it fully satisfies the Eligibility cum Technical criterion for a vendor as set out in the RFP and that it has sufficient knowledge, expertise and competency in the implementation/audit of the proposed applications (as defined later) as per the provisions of the RFP. The Vendor has further represented that it has appropriate human capital and other resources required to execute various tasks assigned as a part of the Project (as defined later) by NABFINS from time to time and to undertake its obligations under this Agreement in providing the Services (as defined later) and Deliverables (as defined later). Furthermore, the Vendor acknowledges that based on the above and other representations and the Response (as defined later), NABFINS has selected the Vendor for awarding the contract as per the terms of RFP and as set out in this Agreement.
3. The Parties are accordingly executing this Agreement for the purpose of recording the terms as agreed between them, as set out hereunder.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES INTENDING TO BE BOUND LEGALLY, AGREE AS FOLLOWS:

Definitions and Interpretations

Definitions

1. In this Agreement, the capitalized words and expressions shall have the meaning provided next to them (unless the context otherwise requires) below and shall be accordingly construed for the purposes of this Agreement;
2. Agreement shall mean this Master Agreement along with all its Schedules, Annexure, and Appendices to this Agreement and any mutually agreed Change Orders hereto;
3. NABFINS shall have a meaning set forth for the term in the title Clause;
4. Branch of NABFINS shall mean the current and future branches, locations of NABFINS, Controlling Offices where any services and support activity is undertaken;
5. DC shall mean the data center/primary & secondary site of NABFINS;
6. Deliverables shall mean and include as defined in Section 6 Scope of Work & Section 7 Payment Terms as per the terms of this Agreement;
7. DRC shall mean the Data Recovery Centre of NABFINS
8. Hardware shall mean the hardware pertaining to the Project(if any) to be provided by the Vendor and all other hardware specified in this Agreement and more specifically in Appendix 1 titled COMMERCIAL BILL OF MATERIAL hereunder and transferred to NABFINS in terms of this Agreement;
9. Parties shall have a meaning set forth for the term in the title Clause;
10. Party shall have a meaning set forth for the term in the title Clause;
11. Project shall mean the entire assignment as envisaged under this Agreement pursuant to which the Vendor shall provide the Deliverables and the Services to NABFINS;
12. Project Manager shall mean a person designated by each Party who shall be responsible for coordination of the entire Project;
13. Purchase Order shall mean the purchase order, dated ____, issued by NABFINS to the Vendor pursuant to the RFP;
14. Response means the responses submitted against the RFP by the Vendor;
15. The maintenance for the services would be as per the Section 6:Scope of work
16. Services shall mean the services rendered by the Vendor with respect to the Deliverables and services, in accordance with the terms of this Agreement;
17. Software shall mean the Application specified in this Agreement and hereunder and licensed/transferred to NABFINS in terms of this Agreement;
18. Specifications shall mean the minimum requirements required to be ensured by the Vendor with respect to the Services and the Deliverables as set out in this Agreement;
19. Vendor shall have a meaning set forth for the term in the title Clause;
20. The words and expressions defined elsewhere in this Agreement (other than as provided above) shall have the meaning provided to them there and shall be accordingly be construed for the purposes of this Agreement.
21. *<other definitions as per the RFP>*

Rules of Interpretations

In this Agreement (unless the context requires otherwise):

1. References to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders;
2. References to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
3. The recitals (contained under the heading 'Background' above) form a part of this Agreement and shall be binding on the Parties to this Agreement and in the event of any conflict in interpretation between the contents of the recitals (contained under the heading 'Background' above) and the main body of the Agreement (excluding the recitals contained under heading 'Background' above), the contents of the main body of the Agreement (excluding the recitals contained under the heading 'Background' above) shall prevail;
4. References to Clauses, Schedules, Annexure, Appendices and Exhibits are the references to the clauses, schedules, annexure, appendices and exhibits to this Agreement;
5. The headings are for reference only and their meaning shall be avoided to interpret the terms of this Agreement;
6. The generic terms and expressions used and not defined under this Agreement shall be construed in a manner that aids in the general construct of this Agreement and shall be understood in the parlance of the industry of the Parties and such interpretation shall be given to them, which a reasonable man of prudence engaged in such industry would construe them to be;
7. The Annexure and Appendices are the part of this Agreement. They primarily contain technical data and shall be read to give effect to the main body of this Agreement. In the event any provision of the Annexure or Appendices are found to be contrary to the terms of the main body of the Agreement, then the main body of the Agreement shall be given precedence to in construction;
8. In the event of any contradiction or conflict between (i) the provisions of the latest Addendum so far as the scope of Services shall prevail to the extent of any contradictions with the previous Addendums; (ii) any aspect of the RFP, Addendums, the Purchase Order, then the latest of these documents to the extent of the modification shall prevail and take precedence over the previous ones; (iii) the Agreement and any aspect of the RFP, Addendums and the Purchase Order, then the provisions of the Agreement shall take precedence over the other documents; (iv) should there be any contradiction between any document and Appendix 1 titled COMMERCIAL BILL OF MATERIAL, then the quantities, description of goods and payment flows as provided in Appendix 1 titled COMMERCIAL BILL OF MATERIAL shall prevail. However, any items as requested in the RFP or any of its Addendums and not provided in the Appendix 1 titled COMMERCIAL BILL OF MATERIAL, such items shall be provided at no additional cost to NABFINS;

In the interpretation of this Agreement, no rule of construction applies to the disadvantage of one Party on the basis that that Party put forward or drafted (or procured the drafting of) this Agreement or any provision in it.

Existing IT Set-up

<as per the RFP >

Scope of Work



<as per the RFP >

Terms and Conditions

< as per the RFP Section 8 and any other terms set out in the RFP>

SLA

< as per the RFP >

Price Schedule:

<as per the RFP Appendix 1: Commercial Bill of Material Quoted by the Bidder>

Annexure and Appendix

This Agreement shall be read along with the following Schedules, Annexure and Appendices, which shall form an integral part of this Agreement:

RFP and ADDENDUMS

Annexure

All Annexures of the RFP

Appendix

Appendix 1: Commercial Bill of Material

Signed, sealed and Delivered by the

Said _____ (For the Vendor) in presence of _____

Signed, sealed and Delivered by the

Said _____ (For NABFINS) in presence of _____



Annexure 13: Integrity Pact (on stamp paper of INR 200)

PRE CONTRACT INTEGRITY PACT

Between

NABFINS LIMITED

hereinafter referred to as "The Principal"

And

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for Appointment of a bidder for Information Security Audit of Core MFI Solution. The principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption

and to observe the following principles: -

- a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

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

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

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

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the Tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary's, contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e) The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) Bidder(s) Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the Tender process.

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

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

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

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

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

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

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

Section 8 - Independent External Monitor

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

The Independent External Monitor appointed for NABFINS LIMITED is

Shri Jagdeep Kumar Ghai PTA & FS (Retd.)

Flat 1032, A Wing, Vanashree Society Sector 58 A & B,

Palm Beach Road, Nerul, Navi Mumbai, Pin: 400 706

E mail ID: jkghai@gmail.com

Mob: 9869422244.

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

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

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

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

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

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

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken



visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge / determined by the Chairman of NABARD.

Section 10 - Other provisions

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

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

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

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

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

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

(For & On behalf of the principal)

(For & on behalf of the Bidder/Contractor)

(Office seal)

(Office seal)

Place:

Date:

Witness 1:



(Name & Address)

Witness 2:

(Name & Address)



Annexure 14: Land border confirmation

The Managing Director,
NABFINS Limited,
3072, 14th cross, K R Road,
Banashankari 2nd Stage
Bengaluru, Karnataka 560 070

Dear Sir,

Ref: - RFP no. **NABFINS/RFP/015/2024-25** for Selection of vendor for Information Security Audit of Core Micro-Finance Solution on Cloud

Sub: Land Border confirmation for our Bid vide **Ref. No:** NABFINS/RFP/015/2024-25

We, M/s _____ on behalf of our firm, having our corporate office at <Address of the firm/corporate office/head office> hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM (any component/tools utilized by us) are not from such a country or if from a country, has been registered with competent authority.

We further confirm that we are liable for and bound by all acts of commission and omission by the authorized representative. All acts committed by the above authorized representatives shall be treated as if these acts were committed by the firm.

We agree and understand that the NABFINS may debar us from participating in future tenders for any such failure on our part.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)