

Request for Proposal (RFP) for the Supply, Customization, Deployment, Operations & Maintenance of Loan Lifecycle Management System and General Accounting System for Jammu & Kashmir Development Financial Corporation

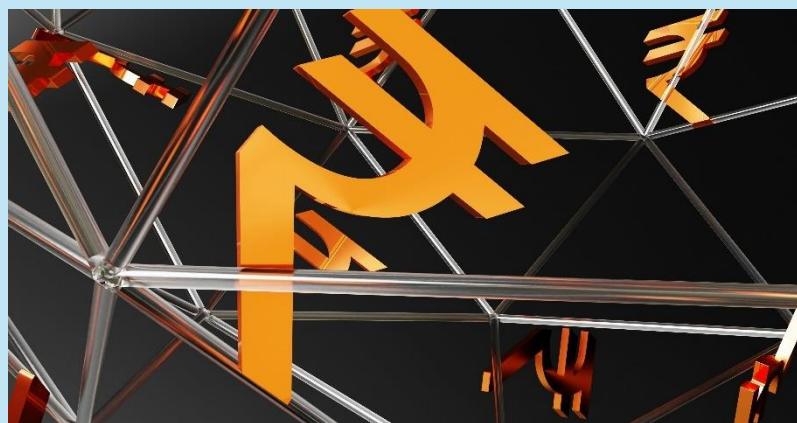


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List of Abbreviations

Abbreviation	Description
JKDFC	Jammu And Kashmir Development Finance Corporation Limited
NPA	Non-Performing Asset
IMC	Internal Management Committee
KYC	Know Your Customer
LOI	Letter of Intent
CERSAI	Central Registry of Securitisation Asset Reconstruction and Security Interest of India
CRILC	Central Repository of Information on Large Credits
RBI	Reserve Bank of India
OEM	Original Equipment Manufacturer
SI	Service Integrator
PBG	Performance Bank Guarantee
CR	Change Request
NeSL	National E Governance Services Limited
PAN	Permanent Account Number
CIN	Corporate Identification Number
DIN	Director Identification number
CCN	Change Control Note
GST	Goods & Service Tax
TDS	Tax deducted at Source
OEM	Original Equipment Manufacturer
SI	System Integrator
O&M	Operation & Maintenance
EMD	Earnest Money Deposit
LLMS	Loan Lifecycle Management System

1. Request for Proposal

The Jammu & Kashmir Development Financial Corporation (JKDFC) invites online proposals from eligible, reputed, and qualified bidders for the Supply, Customization, Deployment, Operations & Maintenance of Loan Lifecycle Management System and General Accounting System to enhance JKDFC's operational efficiency and compliance. This project seeks to modernize JKDFC's technological infrastructure by streamlining financial processes, improving service delivery, and ensuring robust compliance with regulatory standards.

The bidding process is open to all applicants who meet the minimum eligibility criteria outlined in Section 6.1 (Pre-Qualification Criteria) of this RFP document. Prospective bidders must demonstrate expertise in implementing Loan Life cycle management system and General Accounting solutions for financial institutions, along with financial stability. Emphasis will be placed on innovative solutions that address JKDFC's unique operational challenges, such as loan management & general accounting automation, real-time reporting, stakeholder collaboration, and secure data governance.

2. Structure of RFP

This Request for Proposal (RFP) document outlines the process for selecting a vendor (OEM/SI) to undertake the Supply, Customization, Implementation, and Operation & Maintenance (O&M) support of a Loan Lifecycle Management System and General Accounting System for the Jammu & Kashmir Development Financial Corporation (JKDFC). The scope covers supply, customization, implementation for system Go-Live and operation & maintenance (O&M) support after the Go-Live to the contract's expiration. The RFP comprises the following sections:

- a) About the Project and Its Objectives: Details the purpose of the Loan Lifecycle Management System and General Accounting System, its alignment with JKDFC's operational goals (e.g., enhancing financial service delivery, improving transparency, and streamlining processes like loan management, subsidy tracking, and regulatory compliance).
- b) General Instructions for the Bidding Process: Provides guidelines for bid submission, eligibility requirements, deadlines, and formats. Bidders must adhere strictly to these instructions to avoid disqualification.
- c) Bid Evaluation Process:
 - i. Explains the three-stage evaluation framework: Pre-Qualification Criteria: Minimum eligibility requirements.
 - ii. Technical Evaluation: Assessment of the proposed solution's alignment with JKDFC's needs innovation, scalability, and security.
 - iii. Financial Evaluation: Cost-effectiveness of the bid, including total cost of ownership (TCO) and payment terms.
- d) Scope of Work: Defines the technical and functional responsibilities of the OEM /SI, including Supply, Customization, Deployment, Operations & Maintenance of Loan Lifecycle Management System and General Accounting System.
- e) Project Schedule (Timelines): Provides a phased roadmap for the project, from kick-off to post-implementation support, with clear deadlines for each phase.
- f) Service Levels for the OEM /SI: Specifies performance benchmarks, including uptime guarantees, response times for issue resolution, and penalties for non-compliance with SLAs.
- g) Payment Terms and
- h) Draft Mater Service Agreement

3. Fact Sheet

This Fact Sheet provides key details regarding the Request for Proposal (RFP) for the implementation of the Loan Lifecycle Management System and General Accounting System at Jammu & Kashmir Development Financial Corporation (JKDFC).

Item	Details
Project Name	Supply, Customization, Deployment, Operations & Maintenance of Loan Lifecycle Management System and General Accounting System
Issued By	Jammu & Kashmir Development Financial Corporation (JKDFC)
RFP Reference Number	JKDFC-HAIT/27/2025/CLERICALHALL-JKDFC
Date of Issue	25.04.2025
Mode of Submission	Online Submission via GeM Portal
Pre-Bid Meeting Date & Time	09 th -May-2025
Pre-Bid Meeting Venue	Virtual
Last Date for Submission of Queries	As per Gem
Bid Submission Deadline	As per Gem
Bid Opening Date	As per Gem
Earnest Money Deposit (EMD)	INR 10,00,000/- (Rupees Ten Lakh Only)
Performance Bank Guarantee (PBG)	5% of the Total Contract Value
Contract Duration	Project Implementation duration of 4 months plus 5 Years of Operations & Maintenance after the declaration of Go-Live
Nodal officer / Contact Person for Queries	Mehroz Kar
Contact Email	mehroz.kar2568@jk.gov.in
Contact Phone Number	9906672568

4. Introduction

4.1. Organization Details

J&K Development Finance Corporation Ltd. was incorporated on 30th May 2005 with an Authorized Capital of Rs.100 crore. The Corporation was granted the Certificate for Commencement of Business by the Registrar of Companies, J&K on 28th July 2005.

The Corporation is under the administrative control of Ministry of Commerce & Industry, DPIIT, Govt. of India and has its registered office at Ground Floor, Jawaharlal Nehru, Udyog Bhawan, Railhead Complex, Jammu. The Corporate office of the Corporation is situated at Ground Floor, Sanat Ghar, Bemina, Srinagar and Branch Office in Leh and Kargil.

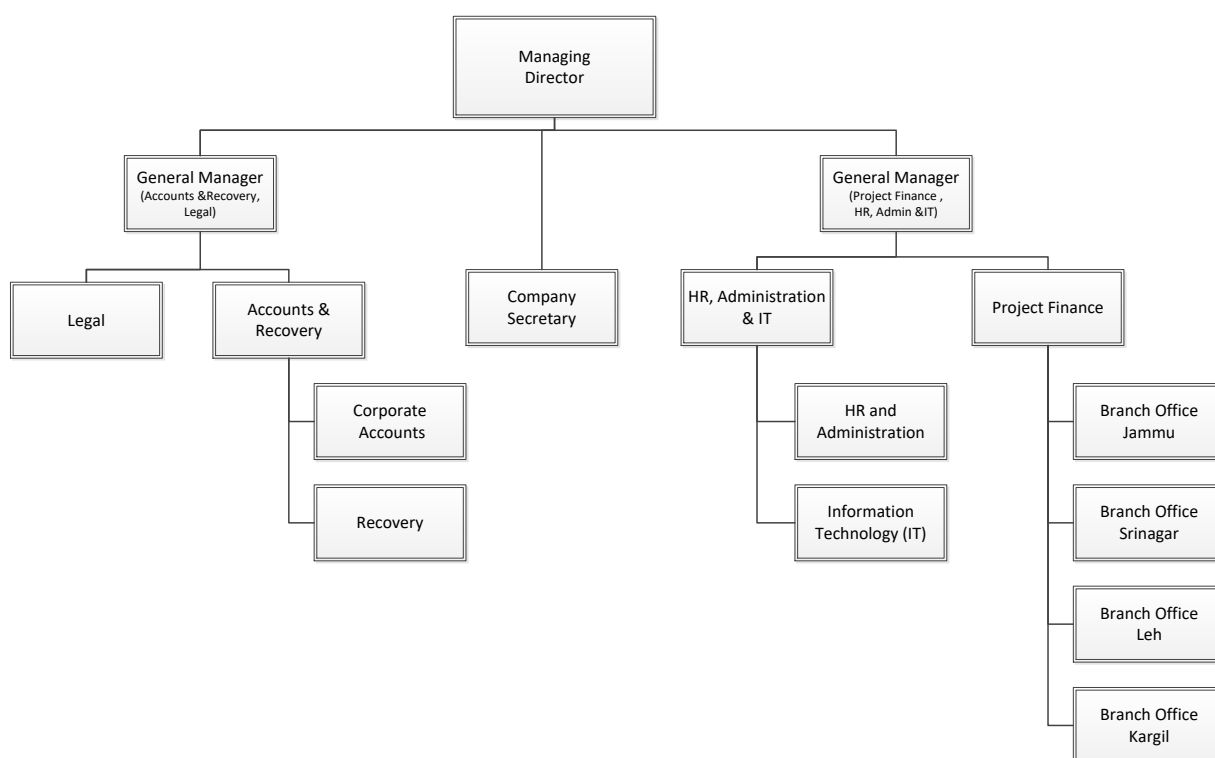
JKDFC provides term loans from the range of INR 0.50 Lakh to INR 1,500 Lakh

4.2. Objectives of JKDFC

To Carry on and transact the business of providing credit facilities & other Infrastructural support for promotion, expansion & modernization of industrial enterprises, tourism industry, small road transport operators for passenger & cargo transportation & equipment financing to industrial enterprises construction companies, contractors & diagnostic centre & providing financial assistance for setting up of Mini & Small Hydro projects in order to accelerate industrial & tourism for development, employment generation & faster economic growth in the State of Jammu & Kashmir in general & in particular by:

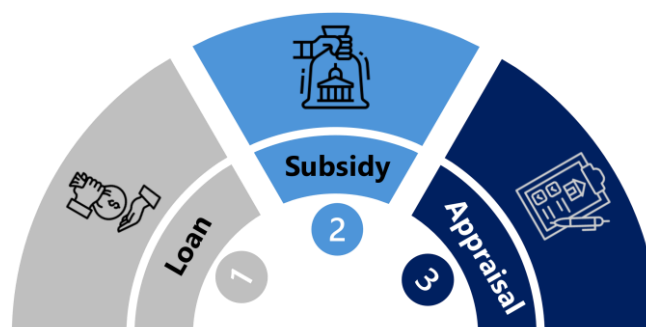
- a) Granting financial assistance in the form of Loans or advances including by way of working capital, refinance, discounting or rediscounting of bills of exchange or promissory notes, subscription to debentures and leasing in any form/scheme as may be deemed expedient
- b) Guaranteeing loans and obligation, deferred payment credits & performance of contracts
- c) Subscribing to and/or underwriting the issue of shares and securities
- d) Granting, opening, issuing, confirming or endorsing letters of credit and negotiating or collecting bills and other documents drawn there under
- e) Providing consultancy and merchant banking services
- f) Encouraging and promoting the participation of private capital, both internal and external
- g) Providing marketing and research facilities
- h) To act as the Nodal Agency for routing the subsidies and incentives under various schemes notified under industrial policies and other concessions for the State of Jammu & Kashmir announced from time to time.

4.3. Organizational Structure



#	Vertical	Broad Function
1.	Project Finance	<ul style="list-style-type: none"> • Receipt of application • Underwriting of application • Issuance of sanction letter, rejection letter • Field visits for project Appraisal
2.	Accounts	<ul style="list-style-type: none"> • Taking care of all activities related to loan and general accounting
3.	Legal team	<ul style="list-style-type: none"> • Vetting of sanction letter • Driving proceedings of NPAs • Managing any other litigations related to JKDFC
4.	Human Resource	<ul style="list-style-type: none"> • Oversee end-to-end recruitment process • Manage employee relations • Implement HR policies of the organisation
5.	Admin	<ul style="list-style-type: none"> • Maintenance & management of office premise • Procurement & management of office supplies & inventory
6.	Information Technology	<ul style="list-style-type: none"> • Functions as IT administration • O&M of IT system in the office • Procurement of IT related hardware / software
7.	Company Secretary	<ul style="list-style-type: none"> • Facilitate regulatory & statutory discussions such as Annual General Meeting, Board Meeting, Statutory Meeting • Align organisation with latest regulations from MCA, RBI, DPE

4.4. Functions



4.4.1. Loan

The primary function of the corporation is to disburse loans to individuals and companies to promote industrial growth and accelerate employment generation. Following are the major loan schemes under JKDFC.

#	Nature of Loan	Description
1.	Business (Industrial/ Service) Term Loan	JKDFC Loan Scheme for setting up of new Industrial Units, Expansion and Modernization of Existing units
2.		JKDFC Loan Scheme for setting up of Mini & Small Hydro Power Projects
3.		JKDFC Loan Scheme for Hotels and Guest Houses and Renovation and Expansion of existing Hotels, Guest Houses.
4.		JKDFC Loan Scheme for Renovation /Modernization of Houses along with Site development of premises for Home Stays
5.		JKDFC Loan Scheme for setting up /Modernization of School (including play school kidzee) /Colleges
6.		JKDFC Loan Scheme for setting up /Modernization of Hospitals/Clinics/ Nursing Home/Pathological Lab
7.		JKDFC Loan Scheme for Composite Working Capital Term Loan to manufacturing & service-oriented units under MSME up to total project cost of Rs. 100 Lakh
8.	Equipment/ transport	JKDFC Loan Scheme for procurement of Equipment by Industrial units Construction Companies, Contractors, Diagnostic Centres
9.	Term Loan	JKDFC Loan Scheme for purchase of Commercial Vehicles

4.4.2. Subsidy

In addition to disbursing loans, the corporation is one of the nodal agencies for disbursement of subsidies under various central sector schemes. There are different schemes under which subsidies are provided to eligible units. Currently, subsidies are getting disbursed under New Central Scheme for Jammu and Kashmir.

4.4.3. Project Appraisal

The third function of the corporation is to perform project appraisal for self-funded industrial projects that wish to seek benefits under the new central sector scheme for industrial development of Jammu and Kashmir.

4.5. JKDFC in numbers

4.5.1. Current Volumes

FY	# of cases	Business Loan		Equipment / Transport Loan		Toal Sanctioned amount	Total Released amount
		Business Loan (Industrial sector)	Business Loan (Eco tourism sector)	Equipment loan	Transport Loan		
2019-20	32	465.18	483.00	56.62	413.92	1418.72	1245.06
2020-21	92	373.69	0.00	94.16	1829.49	2297.34	2323.33
2021-22	65	75.00	0.00	229.58	1219.60	1524.18	1442.19
2022-23	31	178.00	525.00	41.80	407.05	1151.85	648.39
2023-24	66	245.00	620.00	0.00	756.31	1621.31	726.37

All loan values are in lakhs

4.5.2. Key matrices

#	Description	
1.	Number of Live accounts	315
2.	Active Loan & advances (as on 31/12/2024)	INR 5232.39 Lakhs
3.	Number of branches	4
4.	Total Number of officers*	21
	Jammu (Registered office)	10
	Srinagar (Corporate office)	9
	Ladakh office	1
	Kargil office	1

**In addition to 21 existing officers, JKDFC is planning to hire 10 more officers in near future.*

5. Instruction to the Bidders (ITB)

5.1. General

- a) While JKDFC has endeavoured to furnish comprehensive and accurate background information, requirements, and specifications in this RFP, bidders are solely responsible for independently assessing and determining the solution that best fulfils the stated objectives. While JKDFC has provided detailed information, bidders are advised to independently verify requirements and consult legal advisors to evaluate risks, obligations, and compliance implications associated with this RFP.
- b) All submissions, representations, and claims made by Bidders in their proposals shall become contractually binding obligations upon the successful award of the assignment by JKDFC under this RFP. Bidders must ensure accuracy and completeness in their submissions, as any discrepancies or unsubstantiated claims may lead to disqualification or contractual penalties.
- c) No contractual or legal obligations shall arise between JKDFC and any Bidder unless a formal written contract is executed by JKDFC or its authorized representatives. Even if a Bidder is notified of "preferred Bidder" status, such notification does not confer any legally enforceable rights, and JKDFC reserves the absolute right to terminate or suspend the procurement process at any stage prior to the formal execution of the contract.
- d) All third-party software licenses, warranties, and maintenance certificates procured for the project must be directly issued in the name of JKDFC. The OEM/SI shall ensure seamless transfer of ownership and validity of these licenses/certificates, with no residual rights retained by the Partner or third-party vendors post-project completion.
- e) No oral agreements, assurances, or interpretations arising from discussions with JKDFC officials, employees, or representatives, whether prior to, during, or after the execution of the formal contract - shall alter the terms, conditions, or obligations defined in the written agreement. Only amendments documented in writing and signed by authorized representatives of both parties shall be legally valid.
- f) This RFP document supersedes all prior public notices, drafts, communications, or representations related to the procurement process. Bidders must exclusively rely on the terms, conditions, and specifications outlined in this RFP and disregard any conflicting or outdated information from earlier sources.
- g) The bidder shall have to travel to Jammu/Srinagar/New Delhi or any other offices in the UT of Jammu and Kashmir and UT of Ladakh to execute the project successfully as and when required.
- h) It should be noted that the bidder is expected to provide onsite support to JKDFC during go live for a period of at least two (02) weeks to support JKDFC.
- i) The bidders are expected to factor travel related cost appropriately in their financial bid.

- j) JKDFC shall be responsible for sign-off of all the deliverables submitted by the selected bidder. JKDFC shall provide sign-off within 10 working days from the date of submission of deliverable.
- k) JKDFC reserves the right to extend the term of the project for a period or periods mutually agreed between JKDFC and the selected bidder.

5.2. Completeness of Response

- a) Bidders are strongly encouraged to meticulously review all the instructions, forms, terms, requirements, and additional information provided in the Request for Proposal (RFP) documents. This comprehensive review ensures that the submission of the bid is done with a complete understanding of the RFP's implications, thereby minimizing the risk of non-compliance.
- b) It is crucial for bidders to adhere to the specified requirements to avoid their proposal being deemed non-compliant and subsequently rejected. To ensure compliance, bidders must:
 - i. Include every piece of documentation as specified in the RFP. Missing documents can lead to disqualification.
 - ii. Follow the exact format and sequence outlined in the RFP. This structured approach facilitates the evaluation process and demonstrates the bidder's attention to detail.
 - iii. Comply with all the requirements detailed in the RFP. This includes meeting deadlines, adhering to specified formats, and providing all requested information.
 - iv. Bidders are required to fill '**Requirement Compliance Form**' provided separately as excel spreadsheet along with this RFP and mandatorily submit along with Technical Proposal. Bidders need to ensure that response to all the functional requirements are provided, failing to which the response to RFP is deemed non-compliant.

5.3. Code of Integrity

The Code of Integrity constitutes a binding framework of principles and obligations designed to govern ethical conduct, transparency, and accountability in all procurement activities administered by or on behalf of JKDFC. This code applies to all officials, representatives, agents, or employees of the procuring entity, as well as bidders and affiliated entities engaged in procurement processes. Compliance with this Code is mandatory to uphold the principles of fairness, probity, and integrity in public procurement, which includes:

- a) The prospective bidder should avoid the following actions, whether directly or indirectly:
 - i. The offering, solicitation, acceptance, promise of bribes, kickbacks, gifts, favors, rewards, or benefits of any kind (monetary or non-monetary) intended to improperly influence procurement decisions, secure undue advantages, or compromise the impartiality of any party.
 - ii. Any material omission, falsification, misstatement, or concealment of facts in bids, contracts, documentation, or communications with the Procuring Entity, including

fraudulent claims, forged records, or deceptive practices to obtain financial gain or evade contractual obligations.

- iii. Collusion, bid-rigging, price-fixing, market allocation, or any coordinated conduct among Bidders to suppress competition, manipulate outcomes, or undermine the fairness of the procurement process.
- iv. Unauthorized disclosure, dissemination, or exploitation of confidential or proprietary information provided by the Procuring Entity for personal gain, competitive advantage, or purposes unrelated to the procurement.
- v. Any actual, potential, or perceived conflict of interest arising from financial, professional, or personal relationships between Participants and officials of the Procuring Entity that may impair objectivity or create bias in procurement decisions.
- vi. Threats, harassment, blackmail, or coercive tactics employed to influence procurement outcomes, retaliate against whistleblowers, or deter Participants from exercising their rights or obligations under this Code.
- vii. Deliberate interference with audits, investigations, or inquiries conducted by the Procuring Entity or authorized third parties, including destruction of evidence, non-cooperation, or provision of misleading testimony.
- viii. Submission of fraudulent certifications, falsified credentials, or inaccurate declarations regarding eligibility, qualifications, past performance, or compliance with legal or regulatory requirements.

b) Investigation and Enforcement:

- i. The "JKDFC" reserves the right to investigate alleged breaches of this Code, including but not limited to requests for documentation, interviews, and third-party audits. Participants shall cooperate fully with such investigations.
- ii. In the event of a reported violation, the affected Bidder shall be afforded a reasonable opportunity to respond to allegations in writing and/or through a hearing, as determined by the Procuring Entity.
- iii. If a violation is substantiated, the Procuring Entity may impose sanctions including, but not limited to:
 - Disqualification from the procurement process.
 - Termination of existing contracts.
 - Forfeiture of bid security or performance bonds.
 - Referral to law enforcement or regulatory authorities.
 - Debarment from future procurements for a specified period

iv. General Provisions:

- This Code shall be interpreted and enforced in accordance with the laws of Union Territory of Jammu & Kashmir and Ladakh, and disputes arising hereunder shall be subject to the exclusive jurisdiction of Jammu and Kashmir and Ladakh High Court.
- The Procuring Entity reserves the right to amend, supplement, or revoke this Code at its sole discretion. Participants shall be bound by the most current version of the Code.
- If any provision of this Code is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5.4. Pre-Bid Meeting and Clarifications

To ensure clarity and alignment between JKDFC and prospective bidders, a Pre-Bid Conference may be conducted. This meeting serves as a platform for bidders to seek clarifications, understand the project requirements, and address any ambiguities in the bidding documents. Below are the key details and guidelines:

- JKDFC will organize the Pre-Bid Conference on the date and time specified in **Section 3: Fact Sheet** of this RFP. Bidders are strongly encouraged to attend this meeting to gain a comprehensive understanding of the project scope, evaluation criteria, and submission requirements.
- Bidders must submit all questions or clarifications they wish to raise during the Pre-Bid Conference in advance to the designated nodal officer at JKDFC. The contact details of the nodal officer are provided in Section 3: Fact Sheet.
- All queries must be submitted in the soft copy (Microsoft Word (.docx) or Microsoft Excel (.xlsx)) in the following format:

#	Name of Section	Page No. & Clause	Statement as per RFP document	Query by Bidder
1				

- JKDFC is not responsible for ensuring the receipt of queries submitted by bidders. It is the bidder's responsibility to confirm delivery with the nodal officer.
- Queries must be submitted strictly by the date and time specified in **Section 3: Fact Sheet**. Requests for clarifications received after the stipulated deadline may not be considered or addressed by JKDFC.

Note: Attendance at the Pre-Bid Conference is recommended but not mandatory. However, non-attendance will not excuse bidders from complying with any clarifications or amendments communicated during or after the conference. All official clarifications or updates arising from the Pre-Bid Conference will be documented in a

Response to the pre-bid queries and supported by Corrigendum/Addendum, if required, and shared with all prospective bidders.

5.5. Key Requirements of the Bid

5.5.1. Terms and Conditions of the Bid Process

- a) JKDFC reserves the unconditional right to terminate or suspend this RFP process at any stage, without providing a reason or prior notice. Participation in this process does not guarantee that JKDFC will enter into a contractual agreement or business relationship with any bidder.
- b) If JKDFC terminates the bid process, it will not be held legally or financially responsible for any costs, losses, or claims incurred by bidders. However, if bidders have submitted an Earnest Money Deposit (EMD), JKDFC will refund the full EMD amount without interest to the respective bidders within 30 days from the date of termination.
- c) This RFP document is not a legally binding offer or promise by JKDFC to award a contract. Participation in this process only means that JKDFC may shortlist your bid for further discussions. Final contract execution depends on JKDFC's sole discretion and successful negotiations.
- d) JKDFC retains the absolute right to:
 - i. Accept or reject any or all bid without explanation.
 - ii. Modify the evaluation criteria or process as deemed necessary.

5.5.2. Cost of RFP Document

The RFP document can be downloaded from the Government e-Marketplace (GeM) Portal. The RFP document is available free of cost. Bidders are not required to pay any fee to access or download the document from the GeM Portal.

5.5.3. Earnest Money Deposit (EMD)

- 1. Bidders shall submit an EMD of ₹10,00,000/- (Rupees Ten Lakh Only) along with their bids. This amount must be in the form of an Account Payee Demand Draft (DD), Fixed Deposit Receipt (FDR), Banker's Cheque, or Bank Guarantee (including e-Bank Guarantee) from any of the commercial bank in India. The EMD must be payable to **"PAO, JKDFC"** and valid for 150 days from the bid submission deadline. In the event of an extension to the bid submission deadline, the bidder must extend the validity period of their Earnest Money Deposit (EMD) accordingly.
- 2. The scanned copy of EMD must accompany the Pre-Qualification Bid and the original copy of EMD must be submitted to the nodal officer on or before the last date & time of bid submission.
- 3. The following categories of bidders are however exempted from submitting EMD:

- a) **MSME:** EMD Exemption is allowed to bidder having valid MSME certificate at last date of bid submission. Bidder should be registered with **Udyam registration** which is to be attached with the bid documents.
 - b) **Startups:** The Startups bidders are exempted from payment of EMD. The definition of "Startups" is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17th February 2016 and all other subsequent directives/guidelines /amendments thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) of Ministry of Commerce and Industry, Government of India. For further detail on the Startups, website <http://startupindia.gov.in> may be visited.
4. JKDFC will refund the EMD of unsuccessful bidders at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder will be returned once the Performance Bank Guarantee (PBG) is submitted.
 5. The EMD is interest-free, and unsuccessful bidders will receive a refund without any accrued interest.
 6. Bids submitted without the EMD as specified in Section 5.5.3 (1) will be automatically rejected.
 7. JKDFC reserves the right to forfeit the EMD under the following circumstances:
 - (a) If a bidder withdraws their bid during the bid validity period.
 - (b) If the successful bidder fails to sign the contract as per the RFP terms.
 - (c) If the bidder is found to have suppressed facts, submitted fraudulent statements, engaged in misconduct, or acted unethically in relation to this RFP.

5.5.4. Submission of Proposals

1. Bidders must submit their proposals on GeM portal only.
2. Bidder shall conform to the formats mentioned in the RFP:
 - (a) **Pre-qualification and technical proposal:** Include the Earnest Money Deposit (EMD), Response to Pre-Qualification Criteria, and Technical Proposal.
 - (b) **Financial proposal:** Include the financial bid. The bidder shall note that the cost of implementation phase shall not exceed 40% of the total financial proposal submitted by the bidder.

3. Prices must not be mentioned in the Pre-Qualification and Technical Proposal. Financial details must appear exclusively in the Financial Proposal.
4. All pages of the proposal must be numbered sequentially and include a table of contents with page numbers. Proposals with incomplete or improperly formatted documentation will be rejected.

5.5.5. Bidder's Authorized Signatory

The bid must be accompanied by a valid board resolution or power of attorney naming the authorized signatory of the bidder. This document must explicitly state that the signatory is authorized to:

1. Execute legal documents (e.g., contracts, agreements).
2. Undertake all activities related to the bidder's proposal.

A copy of this authorization (board resolution/ power of attorney) must be included in the bid document under the pre-qualification section.

5.6. Preparation And Submission of Proposal

5.6.1. Proposal Preparation Costs

The Bidder shall bear all costs associated with participating in this RFP process. This includes, but is not limited to, expenses related to:

1. Conducting research, due diligence, or informational activities.
2. Attending meetings, discussions, or presentations.
3. Preparing and submitting the proposal.
4. Providing additional information requested by JKDFC to facilitate evaluation.
5. Negotiating a final contract or any other activities linked to the bidding process.

JKDFC will not, under any circumstances, be responsible for these costs, irrespective of the bidding process's outcome or conduct.

5.6.2. Language

The Proposal must be submitted in English. If any supporting documents are in a language other than English, the Bidder must provide an English translation of such documents, certified/attested by the authorized signatory as accurate. For interpretation purposes, the English version of the document will prevail in case of discrepancies.

5.6.3. Late Bids

1. Bids submitted after the due date and time (including any extended deadline) will not be accepted.
2. Bids submitted via email will not be considered. No queries or requests regarding email submissions will be addressed.
3. JKDFC will not be held responsible for delays in the online submission of proposals.

5.7. Process of Bid Evaluation

JKDFC will constitute a Bid Evaluation Committee to evaluate the responses of the bidders. The Bid Evaluation Committee constituted by JKDFC shall evaluate the responses to the RFP and all supporting documents /documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection of the bid.

The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee. The Committee may seek clarifications from the bidders on their proposals, if required.

Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

5.7.1. Bid Opening

1. The Bid Evaluation Committee will open the submitted proposals in the presence of bidders or their authorized representatives (in-person or virtual) who choose to attend.
2. Representatives attending the proposal opening must carry:
 - (a) A valid government-issued identity card (e.g., Aadhaar, PAN, passport).
 - (b) A letter of authority from the bidding firm confirming their authorization to represent the bidder.

5.7.2. Bid Validity Period

1. The bid submitted by the bidder must remain valid for a minimum period of 150 days from the bid submission deadline.
2. For the selected bidder, the prices quoted in the bid will remain valid until the expiration of the contract.

5.7.3. Bid Rejection during Evaluation

An initial bid scrutiny will be conducted. Proposals will be treated as non-responsive (and rejected) if they:

1. Are not submitted as per the format specified in the RFP.
2. Are received without a Letter of Authorization (Board Resolution/ Power of Attorney).
3. Suppress or hide critical details.
4. Contain incomplete information, subjective /conditional terms, or partial offers.
5. Missing documents listed in the RFP checklist.
6. Have a validity period shorter than the minimum required.

Only responsive bids (those complying with all RFP terms) will proceed to further evaluation. Eligible bids will be assessed by a committee using the evaluation process outlined in this RFP. The Committee's decision will be final.

6. Criteria For Evaluation

The bids will be evaluated using the Quality cum Cost Based Selection (QCBS) methodology, with a weighted ratio of 70:30 i.e., 70% for technical score and 30% for financial score. All bids will first undergo a pre-qualification screening to ensure compliance with minimum requirements.

The Bid Evaluation Committee will conduct a detailed assessment of bids that meet all pre-qualification criteria. This evaluation will focus on:

1. Adherence to all technical, functional, and regulatory requirements specified in the RFP.
2. Clarity and feasibility of the proposed Loan Lifecycle Management System and General Accounting System design.
3. Work plan demonstrating the bidder's ability to meet project timelines and performance standards.
4. Any other criteria deemed relevant by the Committee, such as alignment with DPIIT/RBI guidelines or JKDFC's strategic objectives.

Bidders must achieve a minimum technical score of 70% to advance to the financial evaluation stage. Bids failing to meet this threshold will be classified as technically non-responsive and excluded from further consideration.

6.1. Pre-Qualification Criteria

The following criteria have been established as pre-qualification requirements for bidders interested in undertaking the initiative. JKDFC may seek clarifications from the any or each bidder as a part of Pre-Qualification evaluation.

Type	Criteria	Documentary Proof(s)
General Requirement	The bidder should be the OEM of loan life cycle management OR System integrator	<ol style="list-style-type: none"> i. If the bidder is OEM of LLMS, they should submit an undertaking for being an OEM and submit the OEM Authorization Form for General Accounting System ii. If the bidder is an SI they should submit the OEM Authorization Form for LLMS and General Accounting System.

Type	Criteria	Documentary Proof(s)
Registered Legal Entity	<p>The bidder must be a registered legal entity in India.</p> <ul style="list-style-type: none"> • A Company registered under the Companies Act, 2013 of India or the earlier Indian Companies Acts and should be operating in India. • An LLP registered under the Limited Liability Partnerships Act, 2008. • A partnership firm registered with registration of firms 	<p>Copy of</p> <ul style="list-style-type: none"> • Certificate of Incorporation (chain of incorporation if applicable)/ Certificate /proof of registration and • GST registration certificate issued by GST authorities and • PAN Card
GFR Rule 144 (xi)	<p>The bidder shall be required to comply with the requirements of Office Memorandum issued by Department of Expenditure – Public Procure Division, dated 23.07.2020 with subject Insertion of Rule 144 (xi) in General Financial Rule (GFRs) 2017 and other subsequent instructions issued in this connection.</p>	<p>Undertaking on Company's letter head signed by authorized signatory</p>
Earnest Money Deposit	<p>The bidder should provide EMD as per the requirement</p>	<p>As per the section Earnest Money Deposit (EMD) 5.5.3: Earnest Money Deposit (EMD)</p> <p>For MSME & Start up, EMD is exempted provided relevant documents are submitted as mentioned in section 5.5.3: Earnest Money Deposit (EMD)</p>
Letter of Authorization	<p>Board resolution / Power of Attorney</p>	<p>Board Resolution passed in favour of granting the letter of authorization</p> <p>OR</p> <p>Power of Attorney in favour of Authorized Signatory signing the bid (on non-judicial stamp paper of</p>

Type	Criteria	Documentary Proof(s)
		value INR 100/- and document duly notarized)
Years in Operation	The bidder must have been in operation for a period of at least Five (05) financial years as on the bid submission date.	A certificate by Company Secretary/ Authorized Signatory
Turnover of the Company from similar projects	<p>The bidder must have an average annual turnover of at least INR 3 Crore (Rupees Three Crores only) in similar nature projects* for its Indian operations in the last five (05) financial years.</p> <p>* Similar nature for this purpose shall be considered as supply, customization, deployment, operations & maintenance of Loan Lifecycle Management System, and managing the supporting IT Infrastructure for DC & DRC.</p>	A certificate from the Statutory Auditor / Company Secretary/ Chartered Accountant clearly stating the annual turnover from similar project
Experience	<p>The bidder must have implemented / maintained / supported Loan Lifecycle Management System in at least two (02) NBFCs/Banks/MFIs in the last five (05) FYs</p> <p>(Projects implemented before 05 FY & under O&M during the last 5 FY shall also be considered subject to the submission of valid proof)</p>	<p>a) Completion certificates from the client.</p> <p>OR</p> <p>b) Work Order / Letter of Award / Contract + Self certificate of completion (Certified by the Statutory Auditor/Chartered Accountant).</p> <p>OR</p> <p>c) For projects with ongoing support: Work Order / Letter of Award / Contract + Certificate of Go-Live Declaration from the client + Declaration on post go live support from the client/self-declaration</p>

Type	Criteria	Documentary Proof(s)
		on post go live support in company letter head
	The bidder must have supported a loan book of minimum 700 active loans in at least one (01) organization	Undertaking on Company's letter head signed by authorized signatory.
	The bidder must have supported an active loan book of minimum 150 crores in at least one (01) organization	Undertaking on Company's letter head signed by authorized signatory.
Non-Blacklisting / Debarment by Govt.	The bidder must not have been blacklisted/ debarred by any Statutory, Regulatory or Government Authorities (Central / State / UT Government) or Public Sector Undertakings (PSUs / PSBs) since 1st April 2019 till the last date of submission of bid.	Undertaking on Company's letter head signed by authorized signatory.

6.2. Technical Evaluation Criteria

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

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

#	Evaluation Parameters	Evaluation Approach	Maximum Score	Documentary Proof(s)
1.	Implementation Experience – Loan Life Cycle Management	Number of successful implementations / maintenance / supports of Loan Life Cycle Management (LLMS) in the last five (05) FYs: <ul style="list-style-type: none"> Less than or Equal to 2 Number of successful implementations /	15	Completion Certificate from the Client OR Work Order / Letter of Award / Contract + Self certificate of completion

#	Evaluation Parameters	Evaluation Approach	Maximum Score	Documentary Proof(s)
		<p>maintenance/ supports – Zero (0) Mark</p> <ul style="list-style-type: none"> • More than 2 but less than 5 Number of successful implementations / maintenance / supports – 10 marks • Greater than or equal to 5 Number of successful implementations / maintenance / supports – 15 marks 		<p>(Certified by the Statutory Auditor)</p> <p>OR</p> <p>For projects with ongoing support: Work Order / Letter of Award / Contract + Certificate of Go- Live Declaration from the client + Declaration on post go live support from the client/self- declaration on post go live support in company letter head</p>
2.	Implementation Experience – General Accounting System	<p>Number of successful implementations / maintenance / supports of General Accounting System in the last five (05) FYs:</p> <ul style="list-style-type: none"> • Less than 2 number of successful implementations / maintenance / support – Zero (0) Mark • Greater than or equal to 2 number of successful implementations / maintenance / support – Five (5) Marks 	5	<p>Completion Certificate from the Client</p> <p>OR</p> <p>Work Order / Letter of Award / Contract + Self certificate of completion (Certified by the Statutory Auditor)</p> <p>OR</p> <p>For projects with ongoing support: Work Order / Letter of Award / Contract + Certificate of Go- Live Declaration from the client + Declaration on post go live support from the client/self- declaration on post go live support in company letter head</p>

#	Evaluation Parameters	Evaluation Approach	Maximum Score	Documentary Proof(s)
3.	Loan Book Handled in a single organization (Volume of Asset Size in Crores)	<ul style="list-style-type: none"> Greater than or equal to INR 150 crores but less than INR 200 crores – Zero (0) marks Greater than or equal to 200 crores but less than 400 crores – 5 marks Greater than or equal to 400 crores – 10 marks 	10	Undertaking on Company's letter head signed by authorized signatory.
4.	Loan Book Handled in a single organization (Number of Active Loans)	<ul style="list-style-type: none"> Greater than or equal to 700 but less than 1000 – 0 marks Greater than or equal to 1000 but less than 5000 – 5 marks Greater than or equal to 5000 – 10 marks 	10	Undertaking on Company's letter head signed by authorized signatory.
5.	Functional and Technical Requirements	<p>There are 405 functional requirements. For each requirement, the bidder can secure either 1 or 2 marks, depending on the response provided in the Requirement Compliance Form.</p> <ul style="list-style-type: none"> if the requirement is readily available – 2 marks if the requirement has to be developed or could be made available with customization – 1 mark <p>The marks secured by the bidder would then be brought to a scale of 30.</p>	30	Annexure 3: Requirement Compliance Form
6.	Technical Proposal, Technical Presentation, and Product Demonstration	<p>Bidder is expected to cover the following –</p> <ul style="list-style-type: none"> Understanding of the project Approach and Methodology Delivery Plan Cloud Deployment Architecture Product Capability[#] Product Demonstration[*] 	30	Technical Proposal and Technical Presentation
Total			100	

Both Loan Lifecycle Management System and the General Accounting System unless general accounting is an inbuilt feature of the loan lifecycle management system.

**The preferred mode for the product demonstration is in-person, unless explicitly stated otherwise. The presentation is tentatively scheduled to be held in Delhi, with the exact date and time to be communicated to shortlisted bidders at a later stage. Should there be any changes to the venue or format (e.g., virtual), bidders will be notified with sufficient advance notice to ensure preparedness.*

The bidder needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for financial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Financial Bid Evaluation.

The bidder with the highest Technical Score will be awarded 100 points in the technical evaluation. The technical scores of other bidders will be calculated as follows:

$$T_n = (T_s / T_h) \times 100$$

Where:

T_n = Normalized technical score of the bidder under consideration

T_s = Technical score of the bidder under consideration

T_h = Highest Technical Score

6.3. Financial Evaluation

- a) The Financial Bids of technically qualified bidders shall be opened on the prescribed date in the presence of their authorized representatives (in-person or virtual).
- b) If a bidder quotes NIL charges/consideration, the bid shall be deemed unresponsive and will not be considered.
- c) The Financial Bid will be used for Financial Bid evaluation.
- d) The financial scores of other bidders will be calculated as follows:

$$F_n = (F_m / F_b) \times 100$$

Where:

F_n = Normalized financial score of the bidder under consideration

F_m = Lowest price quoted

F_b = Price quoted by the bidder under consideration

- e) Only fixed-price financial bids, indicating the total cost for all deliverables and services specified in this bid document, will be considered.
- f) The price bid value, excluding taxes, will be considered for QCBS evaluation.

- g) The bid price shall be quoted in Indian Rupees (INR) and must include all applicable taxes and levies, which should be mentioned separately.
- h) Any conditional bid will be rejected.

6.4. Combined Evaluation

The composite score will be calculated using the following below formula:

$$B_n = (0.70 \times T_n) + (0.30 \times F_n)$$

Where:

B_n = Overall score of the bidder

T_n = Normalized technical score of the bidder

F_n = Normalized financial score of the bidder

The bidder securing the highest Composite Bid Score will be adjudged as the most value bidder and considered for the award of the project.

Note: *In the event of a tie in the Composite Bid Scores, the bidder with the higher Technical Score will be adjudged as the Best Value Bidder and awarded the project.*

7. Appointment of Vendor

7.1. Notification of Award

Prior to the expiry of the bid validity period, JKDFC will notify the successful bidder in writing or via email (through the issuance of a Letter of Intent) confirming that its proposal has been accepted. The notification of award shall constitute the formation of the contract. Upon the successful bidder's submission of the Performance Bank Guarantee (PBG), JKDFC will formally notify each unsuccessful bidder and proceed with the return of their Earnest Money Deposit (EMD).

If the bidding process is not completed within the stipulated period, JKDFC may request bidders to extend the validity period of their bids.

JKDFC reserves the right to negotiate with the bidder whose proposal has been ranked as the best value bid based on the Technical and Financial Evaluation of the proposed project. Upon successful negotiations, the contract agreement will be finalized for award and signing.

7.2. Signing of Contract

After JKDFC notifies the successful bidder that its proposal has been accepted, JKDFC shall issue work order and enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses.

7.3. Failure To Agree with the Terms & Conditions of the RFP

If the successful bidder fails to agree with the Terms & Conditions of the RFP, JKDFC reserves the right to either award the contract to the next best-value bidder or invite new proposals from interested bidders. In this case, JKDFC shall have the right to forfeit the Earnest Money Deposit (EMD), as applicable, from the selected bidder.

7.4. Performance Bank Guarantee

The selected bidder shall furnish a Performance Bank Guarantee (PBG) at the time of signing of the contract. The PBG shall amount to **5% of the total project cost** (as quoted by the successful bidder) in the name of **"AGM(A/c), JKDFC"** and must remain valid for at least three months beyond the contract period.

If the selected bidder fails to submit the PBG at the time of signing of the contract, JKDFC reserves the right to cancel the work order and/ or forfeit the Earnest Money Deposit (EMD) after issuing a prior written notice to rectify the deficiency. JKDFC reserves the right to invoke the PBG if the selected bidder fails to fulfil their contractual obligations during the contract period or if JKDFC incurs any financial or operational losses due to the bidder's negligence in implementing the project as per the agreed terms and conditions.

8. Scope of Work

The scope of work for the selected bidder includes –

- a) Supply, customization, development, integration, and deployment of loan lifecycle management system and general accounting system **within 4 months (~17 weeks)** from the date of project inception. Date of project inception is 2 weeks from the date of signing of contract.
- b) Procurement of cloud infrastructure to set up DC-DRC
- c) Procurement of external APIs
- d) Migration of legacy data
- e) Train officers of the corporation
- f) Security Audit by a CERT-IN empanelled agency.
- g) Operations and maintenance of the loan lifecycle management system, general accounting system, and the supporting cloud infrastructure for **a period of 5 years** from the date of Go-Live.



Analyze

Activities

- Review the requirements outlined in the RFP and conduct meetings and workshops with the SMEs of the customer to refine those requirements.
- Study the processes to understand the sequence of activities and the roles taking care of those activities.
- Draft SRS to make the functional and non-functional requirements available to the customization/development team from the end user perspective and get the sign-off from the customer.
- Prepare and maintain requirement traceability matrix for the entire implementation.



Design

Activities

- Prepare wireframes and mockups to provide a look and feel of the solution under development.
- Develop prototypes to show user interactions and screen transitions.



Customize & Enhance

Activities

- Setup and maintain development environment.
- Customize the loan lifecycle management system and the general accounting system as per the requirements.
- Augment the systems to take care of requirements that are not readily available.
- Draft unit test cases and execute them to ensure that it performs the way it has been envisaged.
- Conduct peer reviews to ensure quality, consistency, and adherence to coding standards.



Test

Activities

- Prepare a test strategy that outlines the testing approach, scope, objectives, resources, schedule, and deliverables.
- Draft detailed test cases that cover all functional and non-functional requirements.
- Search or prepare the necessary test data required to execute the test cases.
- Conduct end-to-end testing to validate that it meets all the specified requirements.
- Identify, document, and report defects found during testing.
- Use a defect tracking system to monitor the status of reported defects, ensuring they are addressed and resolved.
- Conduct performance testing to ensure that the non-functional requirements are met.
- Support the customer while they perform user acceptance testing



Migrate

Activities

- Analyze the source data to understand its structure and quality.
- Create a data mapping document that details how data fields from the source system will be transformed and mapped to the target system.
- Clean and enrich the data to ensure data quality before migration.
- Extract the data from the source system, transform the data to match the structure and format of the target system, and load the data in the target system
- Verifying that the data in the target system matches with the data in the source system.

Note: Source data i.e., legacy loan data and accounting data will be made available to the selected bidder by the corporation in one or more spreadsheets.



Train

Activities

- Prepare manuals, guides, videos, and help files for end users and administrators.
- Conduct training sessions for end users and administrators to familiarize them with the features of the solution.
- Offer support to address any issues that arise immediately after the new solution goes live.



Deploy

Activities

- Develop a detailed plan that outlines the steps, timelines, and resources required for deployment.
- Identify potential risks and prepare mitigation strategies to address them.
- Setup and configure production and disaster recovery environment.
- Install solution components in the production and disaster recovery environment.
- Ensure that all required dependencies such as libraries and frameworks are installed and configured properly.
- Setup parameters in the two environments on which the application code is dependent.
- Conduct sanity testing to make sure that the installation was successful and the functionalities work.
- Get the systems security audited by a Cert-IN empanelled agency and address the observations.



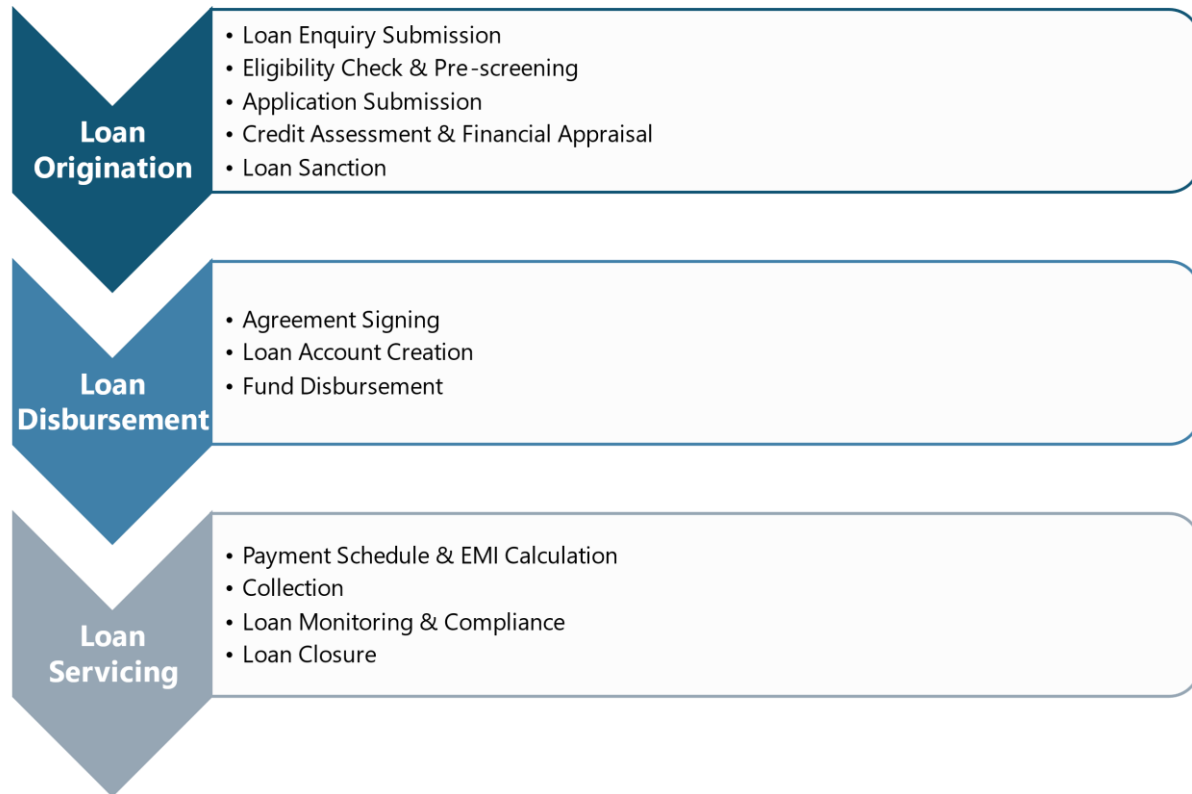
Maintain

Activities

- Manage the cloud infrastructure.
- Continuously monitor the solution to ensure its availability and performance as per the SLAs defined and to keep an eye on security issues.
- Identify, investigate, and resolve production defects if any is raised.
- Apply patches and update libraries, plugins, and dependencies used on a regular basis to keep the technology stack up to date.
- Identify and fix security vulnerabilities to protect against threats.
- Ensure data backup as per approved data backup plan and conduct disaster recovery drills as per approved schedule.
- Optimize and augment the solution to improve availability, performance, and user experience.
- Sort out any operational issues affecting the functioning of the solution.
- Attend to the technical difficulties faced by the users.
- Update documentation whenever necessary and provide ongoing training as and when new features and updates are rolled out.
- Monitor regulatory changes and update the solution as needed to maintain compliance.
- Educating users about the changes brought in as part of change management.
- Support regular (quarterly/half-yearly) security audit and take necessary steps.
- Renew licenses and subscriptions if required on behalf of the customer.

9. Detailed Solution

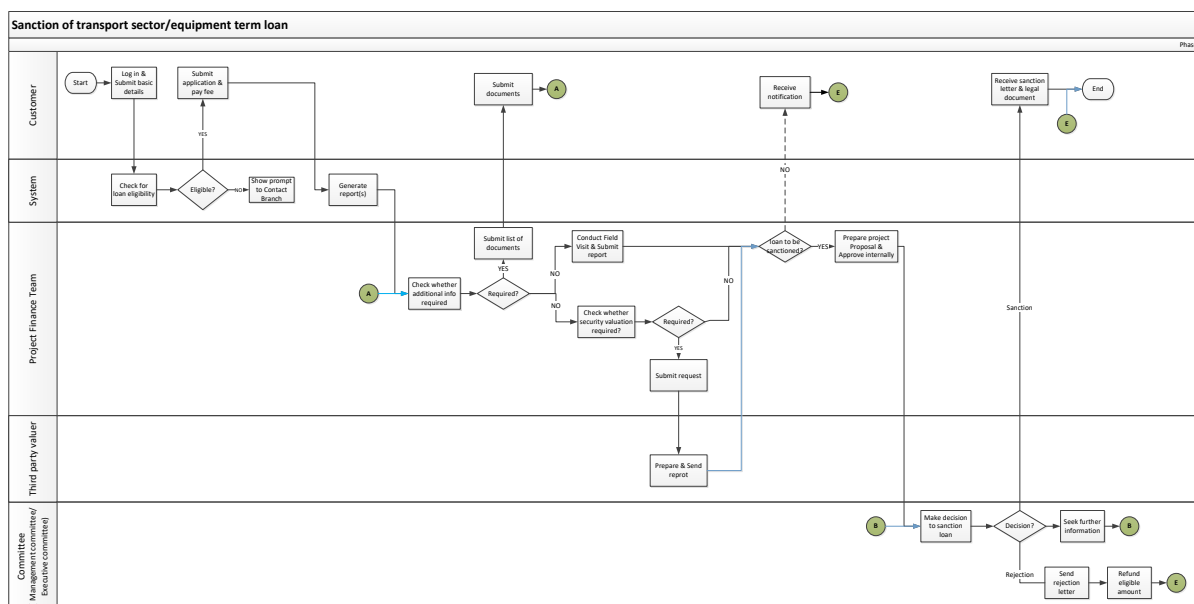
9.1. Loan Journey



9.2. Processes

The section covers broad loan life cycle processes envisaged for JKDFC.

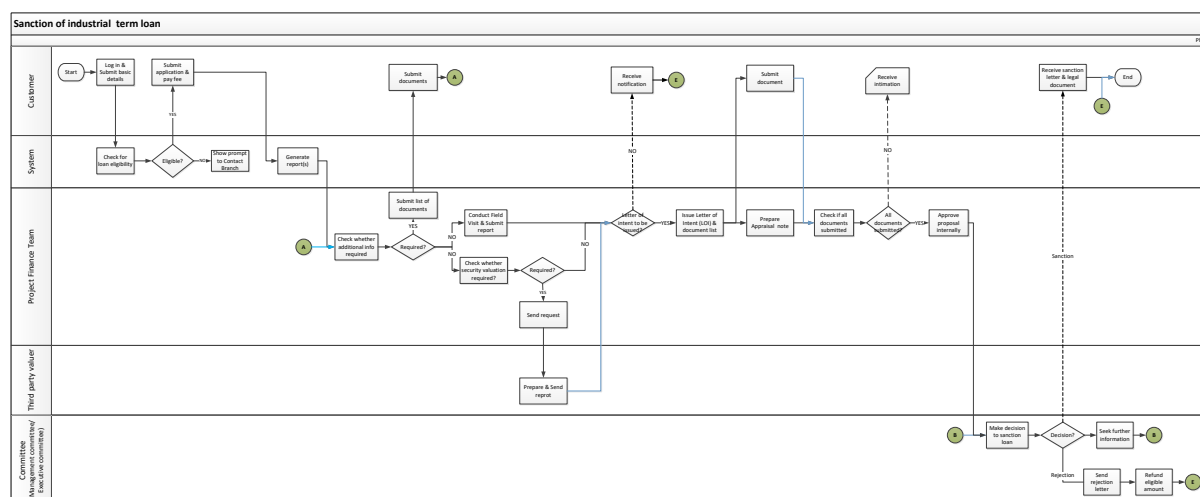
9.2.1. Sanction of commercial transport term loan



The sanction process is same for equipment financing term loan

#	Actor	Activity
1.	Customer	Log in & provide basic details to check loan eligibility
2.	System	Check eligibility based on business rules defined <ul style="list-style-type: none"> • If not eligible, show prompt to contact branch
3.	Customer	<ul style="list-style-type: none"> • If eligible, fill & submit application for loan • Make payment (Application & processing fee)
4.	System	Generate reports: <ul style="list-style-type: none"> a) KYC report b) Credit bureau report c) Bank statement analysis report d) ITR report e) GST report (Verification, analysis) f) CERSAI report g) Any other report
5.	Project finance team	Check if any additional information is required from customer: <ul style="list-style-type: none"> • If yes, share list of information to customer
6.	Project finance team	<ul style="list-style-type: none"> • Perform field investigation (FI) & submit FI report • If security valuation to be done by 3rd party valuer, communicate relevant information to 3rd party valuer
7.	Third party valuer	Submit the valuation report
8.	Project Finance team	Decide whether to provide term loan <ul style="list-style-type: none"> • If yes, prepare project proposal, approve internally, present to Management committee/ executive committee • If no, communicate to customer
9.	Committee (Management committee /Executive committee)	Make decision on proposed loan: <ul style="list-style-type: none"> • Sanction loan • Reject loan • Seek additional information from customer
10.	Customer	Based on the decision, receive communication <ul style="list-style-type: none"> • For sanctioned loan, receive sanction letter & legal documents • For rejected application, receive rejection letter & eligible refund amount

9.2.2. Sanction of business(industrial/sectoral) term loan



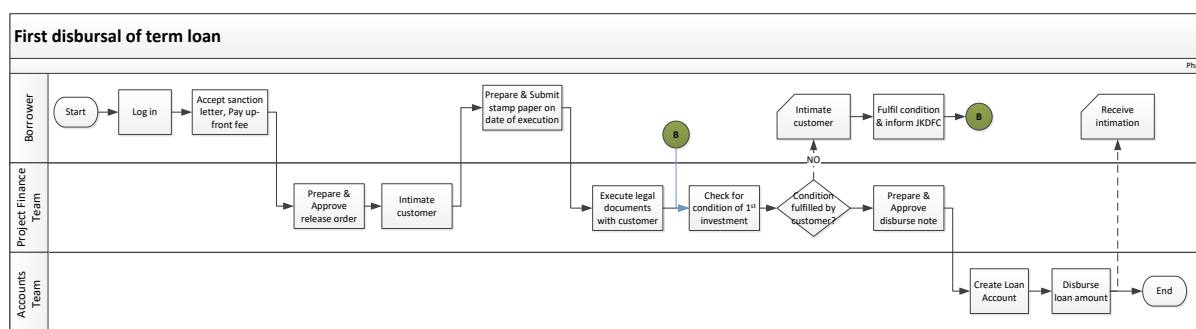
Business(industrial/sectoral) term loan covers

1. Loan Scheme for setting up new Industrial Units, Expansion and Modernization of Existing units
2. Loan Scheme for Hotels and Guest Houses and Renovation and Expansion of existing Hotels, Guest Houses
3. Loan Scheme for Renovation /Modernization of Houses along with Site development of premises for Home Stays
4. Loan Scheme for setting up /Modernization of School (including play school kidzee) /Colleges
5. Loan Scheme for setting up /Modernization of Hospitals/Clinics/ Nursing Home/Pathological Lab
6. Loan Scheme for Composite Working Capital Term Loan to manufacturing & service-oriented units under MSME
7. Loan Scheme for setting up Mini & Small Hydro Power Projects

#	Actor	Activity
1.	Customer	Log in & provide basic details to check loan eligibility
2.	System	Check eligibility based on business rules defined <ul style="list-style-type: none"> • If not eligible, show prompt to contact branch
3.	Customer	<ul style="list-style-type: none"> • If eligible, fill & submit application for loan • Make payment (Application & processing fee)
4.	System	Generate reports: <ol style="list-style-type: none"> a) KYC report b) Credit bureau report c) Bank statement analysis report d) ITR analysis report e) GST report (Verification, analysis) f) CERSAI report g) Any other report
5.	Project finance team	Check if any additional information required from customer: <ul style="list-style-type: none"> • If yes, share list of information to customer
6.	Project finance team	<ul style="list-style-type: none"> • Perform field investigation (FI) & submit FI report • If security valuation to be done by 3rd party valuer, communicate relevant information to 3rd party valuer

#	Actor	Activity
7.	Third party valuer	Submit the valuation report
8.	Project Finance team	Decide whether to issue Lol <ul style="list-style-type: none"> If yes, issue Lol & list of documents to be submitted If no, communicate to customer
9.	Customer	Submit all the documents sought
10.	Project finance team	<ul style="list-style-type: none"> Prepare Project Appraisal note Check if all documents submitted by customer <ul style="list-style-type: none"> If no, send reminder to customer If yes, approve proposal internally & put forward to committee (executive / management committee)
11.	Committee (Management committee /Executive committee)	Make decision on proposed loan: <ul style="list-style-type: none"> Sanction loan Reject loan Seek additional information from customer
12.	Customer	Based on the decision, receive communication <ul style="list-style-type: none"> For sanctioned loan, receive sanction letter & legal documents For rejected application, receive rejection letter & eligible refund amount

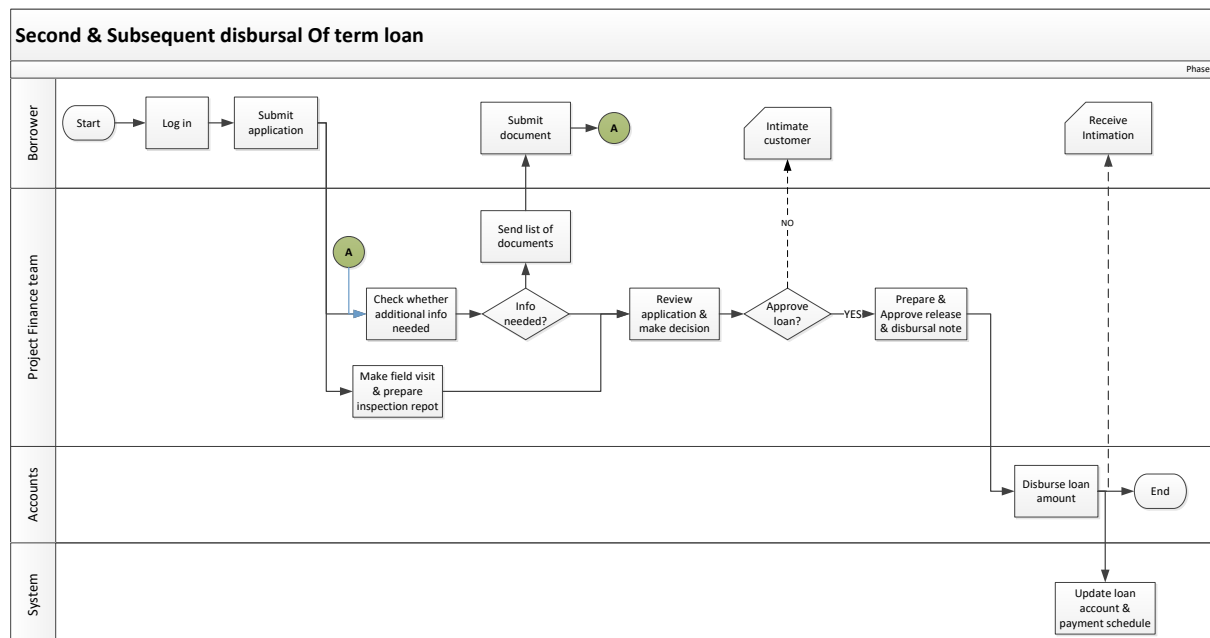
9.2.3. First disbursement of term loan



#	Actor	Activity
1.	Customer	<ul style="list-style-type: none"> Log in & Accept offer Terms & condition Pay up-front fee
2.	Project Finance team	<ul style="list-style-type: none"> Prepare release order note & get internal approval Upon approval of release order, inform customer to be present on the date of execution
3.	Customer	<p>Prepare & submit the stamp papers on the date of execution</p> <p><i>Note: For transport & equipment loan, execution of documents is in JKDFC office and thereafter they are notarized. For industrial and service loans, execution of documents is in court.</i></p>

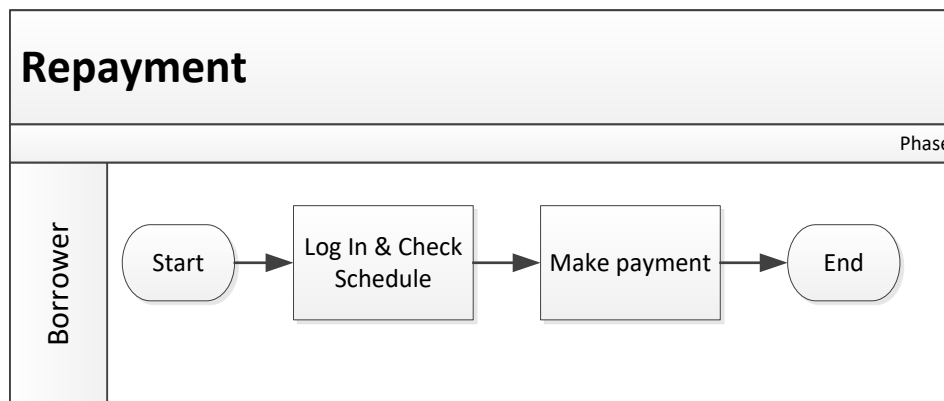
#	Actor	Activity
4.	Project Finance team	<ul style="list-style-type: none"> Execute legal document with customer Verify condition for 1st investment fulfilled. If satisfied, prepare disbursement note & take internal approval If condition for 1st investment is not fulfilled, inform customer
5.	Accounts Team	<ul style="list-style-type: none"> Upon receipt of disbursement note, create loan account & make disbursement of approved amount.
6.	Project Finance team	<ul style="list-style-type: none"> If needed, make field visit to verify utilization of fund Prepare report & attach
7.	Customer	Receive intimation

9.2.4. Second & Subsequent disbursal of term loan



#	Actors	Description
1.	Customer	Log in & Make request for 2 nd /subsequent disbursal
2.	Project Finance team	<ul style="list-style-type: none"> Seek additional information, if required Make field visit & prepare inspection report If decides to disburse the amount, prepare disbursal note, release order & take internal approval If decides not to disburse the amount, intimate the customer
3.	Account team	Disburse approved loan amount
4.	System	Update loan account & repayment schedule

9.2.5. Repayment



#	Actors	Description
1.	Customer	<ul style="list-style-type: none"> Log in & check schedule Make payment

9.3. Architecture Principles



Single Source of Truth

The solution should ensure implementation of single source of truth. This approach would allow JKDFC to ensure consistency, accuracy, and reliability as regards data. Additionally, JKDFC would not have to spend time on reconciling data from multiple sources.



Hosting Environment Agnostic

The solution should be compatible with both on-premise hosting and cloud hosting. It should be portable from on-premise to any cloud infrastructure and vice-versa without much operational hassles. This would allow JKDFC the flexibility to migrate to another cloud or choose a hybrid approach later.



Fault Tolerant

The solution should include adequate provisions of infrastructure redundancy and data replication across 2 seismic zones to minimize single point of failure. This would allow the solution to be able to handle failures and outages gracefully, providing a highly available experience to the users.

**Defence in Depth**

The solution should put to use the principle of defence in depth. First, the solution should monitor the traffic flowing in and out of the network. Second, the solution should build a strong foundation of identity and role-based access control that authenticate and authorize access to the solution and implement an idea of least privilege. Moreover, techniques such as input validation should be employed to prevent common vulnerabilities. Furthermore, to protect sensitive data (at rest and in transit), data encryption should be used.

**Observability & Traceability**

The solution should include comprehensive monitoring and logging mechanisms to track system activities, detect anomalies, and generate alerts. It should allow analysis of log data to identify potential threats, support faster detection & recovery in case of an incident and help with ongoing monitoring. Furthermore, the logs should be tamper-proof, ensuring accountability and traceability.

9.4. Technical Architecture

9.4.1. Access Channels

This section elaborates the different access channels that should be supported by the solution for both the internal and the external users. Internal users include the management and the operations teams. External users include the entities that intend to borrow or the entities that already have a loan account with the corporation.

9.4.1.1. Customer Portal

This should be the primary channel for the prospective customers and the current customers of the corporation. It should let people enquire about loan. Next, if the customer clears the initial check, it should let the customer apply for loan. It should show the status of the loan application. Once sanctioned, it should let the customer seek disbursement. Additionally, it should let the existing customers view all their loan accounts and their repayment schedule. It should let the customers make repayments.

9.4.1.2. Customer App

This should be the secondary channel for interaction with the corporation. It should include all the features of the customer portal except the one that require extensive typing and heavy document upload. As in customer portal, it should let people enquire about loan. It should show the status of the loan application. Once sanctioned, it should let the customer seek disbursement. Additionally, it should let the existing customers view all their loan accounts and their repayment schedule. It should let the customers make repayments.

9.4.1.3. Office

Both prospective customers and existing customers would have the option to come down to the offices of the corporation and seek services. They should be able to submit the application and other supporting documents offline at the offices. Once the corporation receives the application/documents, it should be able to capture the information of the application either by keying in the information furnished in the application or scanning & uploading the application and the system extracting the information from the uploaded application automatically.

9.4.1.4. Field Visit App

The solution should include an app for the purpose of field visits. This would be for the officials of the corporation involved in field visits. Once a field visit gets scheduled and assigned, it should show on the schedule section of the app. It should include a checklist i.e., the list of information and document to be captured as part of the field visit. It should allow the official to capture all relevant details and upload geo-tagged photo.

9.4.2. Core Services

9.4.2.1. Borrowing Management

This service should maintain the details of all lenders from whom the corporation has borrowed capital to do its operations and the lending agreement, including interest period, repayment period, covenants, and terms & conditions, that is in place. It should track the funds received from different lenders. It should either prepare the repayment schedule as per the agreement details captured or allow the corporation to define the schedule manually. It should notify the corporation before payment due date. It should prepare the utilization report and covenant compliance report for each of the lenders. Furthermore, it should interface with the general accounting solution and post all financial entries related to borrowing.

9.4.2.2. Loan Scheme Management

This service should let the corporation define and manage the different schemes under which loans are to be provided. It should allow the corporation to define the eligibility criteria (income requirement, credit score requirement, and collateral & security requirements), fee, extent of loan, rate of interest, specific terms, document checklist, approval workflow, moratorium period, repayment schedule, penalty, grace period during which late payment fee/penalty would not get calculated, and other parameters. It should support different fee for different loan amount slabs. Additionally, it should allow the corporation to link the interest rate offered with the MCLR and support different interest rate models such as fixed rate and floating rate. Furthermore, it should help the corporation monitor the performance of each scheme.

9.4.2.3. Subvention Management

This service should allow the corporation to maintain subvention related details of a scheme. It should allow the office to define subvention percentage, subvention agency, and subvention

tenure (if any). Additionally, at a frequency defined by the corporation, this service should prepare a consolidated statement of subvention due and send it to the subvention agency. It should let the corporation enter details of subvention received (both one at a time and bulk using a spreadsheet) once the subvention is received in the bank account of the corporation. This service should interface with the accounting solution, and it should post subvention receipt entries once the receipts are entered. Furthermore, this service should prepare reports providing detailed picture as regards subvention. This service should flag delays from the subvention provider.

9.4.2.4. Co-Lending Management

This service shall facilitate partnership between the corporation and other financial institutions to extend credit collaboratively. It should hold the co-lending related details of each collaboration such as roles & responsibilities (which entity handles origination, creditworthiness check, collection etc.), revenue sharing model (share of interest income and other fees, charges, and penalties) and lending ratio. This service should feed the details to loan application management, loan disbursement management, and loan account servicing so that the calculations as regards fee, interest, and penalty could be done as per the co-lending agreement.

9.4.2.5. Customer Management

This service maintains the customer repository and provides a comprehensive view, including entity information, contact information, loan history, and credit profile. Furthermore, it should allow segmentation of customer based on credit risk, demographic details, and geographic details and use of the segmented data for cross-selling and upselling.

9.4.2.6. Loan Enquiry Management

This service should handle the pre-application stage with the potential borrower. It should let the corporation define the pre-screening eligibility criteria. It should either fetch the details from the customer management service in case of a repeat customer or capture the details required in an enquiry form to assess the potential borrower as per the pre-screening eligibility criteria. It should allow the potential borrower to proceed to applying for loan should he/she/it fulfils the criteria. It should interface with credit evaluation and underwriting service for assessing eligibility. If after pre-screening eligibility, the system finds that the potential borrower is a borderline case, it should refer it for manual intervention.

9.4.2.7. Loan Application Management

This service should take care of a loan application, right from the submission of the application to the decision (sanction or rejection) on the application. First, it should offer a step-by-step form to capture all necessary information and allow upload of essential documents. Next, it should include dedupe check i.e., it should check for duplicate loan application. If it finds a duplicate application, it should flag such applications. Then, it should offer real-time visibility into application status to the applicant. It should send notifications to the applicant when the status of the application changes. Additionally, it should interface with the credit evaluation

and underwriting service to fetch the detailed financial due-diligence report of the applicant(s) and the guarantor(s). It should let the corporation define and manage multi-level approval workflow for loan application sanction. It should generate the sanction/rejection letter based on the template defined by the corporation and send it to the borrower. Furthermore, it should allow the borrower to upload the documents suggested in the sanction letter. It should let the corporation define a review workflow to review the completeness of the documents submitted after sanction.

9.4.2.8. Credit Evaluation and Underwriting

This service should integrate with external credit bureau services and automatically fetch the credit report of the applicant(s) and guarantor(s) from one or more credit bureaus. Additionally, this service should retrieve financial data of the applicant(s) and the guarantor(s) to get a comprehensive view of their financial profiles. It should calculate the metrics defined by the corporation using the data fetched from the external services. Then, this service should allow the corporation to define rule(s) around credit scores and the pre-defined metrics (for e.g., minimum acceptable credit score) to weed out the high-risk applicants. Furthermore, it should allow the corporation define rules to relate the credit scores and the metrics to the maximum loan amount, interest rate, and other lending terms.

9.4.2.9. Financial Appraisal

This service should capture all the details required to figure out the financial viability of a project based on its cost, tenure, funding structure, capital expenditure pattern, revenue projections, operational expenditure estimate, loan terms, and other associated parameters. First, it should allow the corporation to input the project details (provided by the applicant in the form of a detailed project report). Then, once the details are fed, it should then perform cash flow analysis and calculate debt servicing metrics such as debt servicing coverage ratio and profitability metrics such as Net Present Value (NPV), Internal Rate of Return (IRR), & Payback Period to ascertain the financial viability of the project. Furthermore, it should perform sensitivity analysis to test viability under varying conditions such as cost overruns and reduced revenue.

9.4.2.10. Loan Disbursement Management

This service should take care of all disbursement related activities. Firstly, it should interface with loan application management to ensure that all prerequisites as regards documents are in place. Then, it should let the borrower request disbursement. The corporation currently follows a first investment policy i.e., the borrower must first invest his/her/its contribution. The borrower has two options i.e., either he/she/it can pay the amount to the supplier and submit documents for verification, or he/she/it can deposit the amount with the corporation and the corporation can then disburse the amount together with its part to the supplier. While making the disbursement request, the borrower should be able to choose either of the two options. It should support a workflow to approve the requested disbursement. Moreover, it should interface with external services to verify the bank account details provided. Additionally, it

should generate the loan agreement as per the template defined by the organization and get it executed digitally between the parties using eStamp and eSign services. Furthermore, it should create a loan account once the agreement gets executed and initiate the disbursement. It should interface with the General Accounting Solution and post entries related to disbursement. It should support multi-tranche disbursement.

9.4.2.11. Loan Account Servicing

This service should manage all activities once a loan gets approved and disbursed. First, it should fetch details from loan scheme management, subvention management, and co-lending management and then, automatically calculate interest, subvention, and penalties (in case payment is not received within the grace period) based on the terms of the scheme. Next, it should support repayment at different frequencies (monthly, quarterly etc) and it should enable repayment via multiple methods. It should send reminders to the borrower(s) multiple times before instalment due date. Reminder should include a payment link. It should allow ad-hoc payments (extra/unscheduled). It should let the corporation define how the repayment amount is to be apportioned between interest, penalty, and principal. Then, it should facilitate one-time settlement, write-off and subsequent recovery, if any. Additionally, it should categorize the loan accounts based on the SMA & NPA classification defined by the RBI. It should automatically classify the loan accounts into broad groups – standard assets, sub-standard assets, doubtful assets, and loss assets. It should do provisioning based on provisioning percentage mandated by the RBI. Furthermore, it should interface with the accounting solution and post the entries related to interest receivable, repayment, subvention receivable, penalties, provisioning, and write-off.

9.4.2.12. Loan Restructuring

This service should take care of entire restructuring workflow, from initial request to approval. It should include a facility to request restructuring of loan and submission of supporting document & information. It should include approval routing through different levels of approval. It should let the corporation adjust the key loan parameters such as interest rate, loan term, payment frequency etc. part of loan restructuring to make the loan more manageable for the borrower. Once a loan gets restructured, it should make all calculation adjustments.

9.4.2.13. Early Warning

This service should identify risky loan accounts before they escalate into defaults or non-performing assets. It should use repayment history (missed or delayed EMI), change in credit score, and detailed credit report. Corporation should be able to define at what frequency credit score and detailed credit report should be fetched from the bureau(s) for the purpose. This service should automatically fetch the details as per the frequency defined by the corporation and analyse the data. It should classify the loan accounts into different risk buckets based on the number of missed instalments, the quantum of delay in paying instalment, and the analysis of credit score & credit report.

9.4.2.14. Field Visit Management

This service should take care of all matters related to field visits. It should manage the logistics, scheduling, tracking, reporting of field visits. The corporation conducts field visits during application processing and while processing disbursement requests mainly for customer verification, fund utilization verification, and asset inspection and therefore, it should have interface with loan application management and loan disbursement management. Firstly, it should allow the corporation to capture the details of the field visit and capture images and videos in the form of a questionnaire/checklist. Additionally, it should allow geo-tagging and timestamping. Furthermore, it should support automatic scheduling of field visit and assignment to a specific officer.

9.4.2.15. Collateral Management

This service should maintain the details of all collateral accepted by the corporation as part of loan sanction and its valuation. Once the collateral details are provided by the applicant, this service should generate a communication to the third-party valuer intimating the details of the collateral. Once the valuer responds, corporation should be able to add the valuation details and upload the report. Furthermore, this service should track when the next valuation of the collateral is to be carried out based on the revaluation frequency defined by the corporation. Once revaluation becomes due, this service should send a communication to the 3rd party valuer again. Furthermore, it should show how the valuation of a collateral changed over time.

9.4.2.16. Tax Management

This service shall take care of GST related matters. It should allow the corporation to define and update the GST rates as per the government regulations. It should automatically calculate GST for various fees, charges, and penalties. It should interface with the general accounting system and post entries related to GST.

9.4.3. Supporting Services

9.4.3.1. Accounting

This service should be the repository of all accounting data of the corporation where all financial transactions are recorded in a structured manner. It should support IND AS accounting standard.

First, it should allow the corporation to define its chart of accounts and categorize them into assets, liabilities, equity, revenue, and expenses. It should support a hierarchical structure.

Next, it should allow the corporation to add manual journal entries. It should support automated recurring journal entries. It should allow corrections or adjustments. It should have a maker-checker arrangement in place before adding the entry for accounting.

Then, it should be able to handle accounts receivable process and accounts payable process. It should be able to create and maintain a vendor master with all relevant details such as GST,

PAN, and Bank details. It should have a fixed asset module to manage, track, and account for the lifecycle of fixed assets i.e., right from acquisition to disposal. It should automate calculation of depreciation based on the method chosen and automatically add recurring entries.

Additionally, it should offer comprehensive log of all financial transactions for internal and external audit. It should enable real time generation of financial statements (balance sheet, profit & loss statement, and cash flow statement). It should generate GST returns filing data and TDS filing data in accordance with the government regulation. It should be able to segment financials by branches.

Furthermore, it should support integrations through APIs/file upload with other enterprise applications such as loan lifecycle management system and payroll so that the complete financial picture of the corporation is available. It should enable easy migration of data from the system in use.

9.4.3.2. Legal Matter Management

This service should help the corporation manage and track all legal proceedings related to loan accounts. It should centralize all case related activities, documents, schedules, and updates. Firstly, it should let the corporation create cases. Additionally, it should allow the corporation to maintain hearing dates and deadlines, ensuring that the corporation is aware of the important dates. It should send automatic reminders to officers involved in the matter. Furthermore, it should support workflows and escalation matrix depending on the type of case.

9.4.3.3. Grievance Management

This service should capture, track, resolve, and analyse customer grievances effectively. It should be a centralized system to handle customer issues promptly, enhancing customer satisfaction and building trust between the corporation and its customers. Firstly, it should allow the customers to submit grievances. Then, it should support automatic routing to appropriate officer depending on the options chosen during submission of the grievance. Additionally, it should let the corporation define SLAs and escalation hierarchy. Furthermore, it should include a dashboard to monitor the response time and resolution time.

9.4.4. Enabling Services

9.4.4.1. Intelligent Document Processing

This service should be employed to capture information from the loan applications and supporting documents submitted offline at the offices, reducing manual effort. It should recognize field structure in loan application. It should be able to extract text from handwritten forms i.e., it should support handwriting recognition. It should be able to align extracted data with fields in the loan lifecycle management solution. It should validate extracted data against pre-defined rules. It should generate the output in XML/JSON format that can then be consumed by the loan application service.

9.4.4.2. Document Management

This service should act as the central document repository and should have access controls. It should extract metadata from documents for indexing and categorization. It should have search capabilities to quickly locate documents based on full-text search, metadata filters, and keyword tags. It should track changes to documents over time and maintain a history of revisions.

9.4.4.3. Workflow Management

This service should allow the corporation to define workflows. It should have support for loops, sequential flows, parallel flows, and conditional flows. It should allow the corporation to define and manage business rules associated with the workflows. It should provide a user interface to change the workflows and the business rules. Additionally, this service would allow the corporation to maintain the timelines associated with different activities.

9.4.4.4. Customer Communication Management

This service should offer creation and maintenance of all communication templates and document templates for various channels (Email and SMS). It should support dynamic content insertion, conditional logic, and personalization. It should support sending communication through multiple channels. It should maintain history of all communications sent to both the internal and external stakeholders.

9.4.4.5. Dashboards and Reports

This service should meet all the reporting requirements of the corporation. It should allow creation of relevant visualizations such as column chart, bar chart, pie chart, line chart, and scatter plots in reports. It should allow sorting and filtering the report on one or more attributes. It should allow drill down and drill up. It should allow the users to download reports in PDF and XLSX format.

9.4.4.6. Communication Gateway

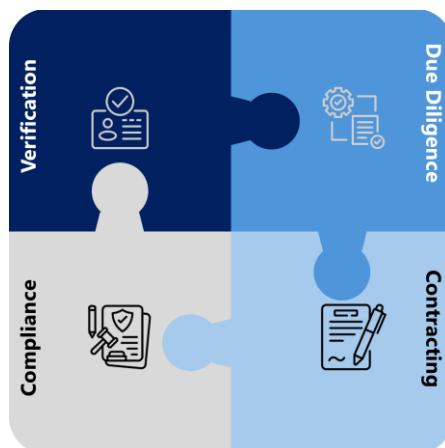
This service should take care of all outgoing communications such as reminders, alerts, and notifications to customers. It would send SMS and Emails. Additionally, it should be able to send the same communication on popular messaging platforms such as WhatsApp. Furthermore, this service should keep a record of all the outgoing communications.

9.4.4.7. Payment Gateway

This service should meet all needs as regards payments to be made to the corporation. As part of first investment policy, this service should allow the borrower to deposit his/her/its part of the investment with the corporation. Additionally, it should let the borrower make repayments as per the repayment schedule provided. It should support multiple methods such as cards, net banking, UPI etc. to make the payments.

9.4.5. Integrations

This section captures the list of integrations required for seamless functioning of the Loan Lifecycle Management System. The integrations listed below are for verification, due diligence, regulatory reporting & compliance, and contracting purposes.



9.4.5.1. Verification

This section captures the list of integrations required for verification of identity and address of the borrower for KYC, verification of employment of the guarantors, and verification of identity of chartered accountants.

- PAN
- Aadhaar
- Pan and Aadhaar Link
- GSTN
- Driving License
- Passport
- Electricity/Utility Bill
- Voter ID
- Ration Card
- MCA
- UAN
- Digilocker
- Udyam/Udyog Aadhar
- Bank Account
- ICAI Membership

9.4.5.2. Due Diligence

This section captures the list of external services required for the purpose of financial due diligence i.e. to assess the creditworthiness of the entity that seeking a loan or the entity that already has a loan account with the corporation or the guarantors.

- Credit Bureaus
- NeSL
- CERSAI
- Bank Statement Analysis
- Income Tax Return Analysis
- GST Return Analysis

9.4.5.3. Contracting

This section captures the services required for enabling digital contracting in the loan origination process. Digital contracting involves securing the stamp paper and signing it electronically.

- eStamp
- eSign

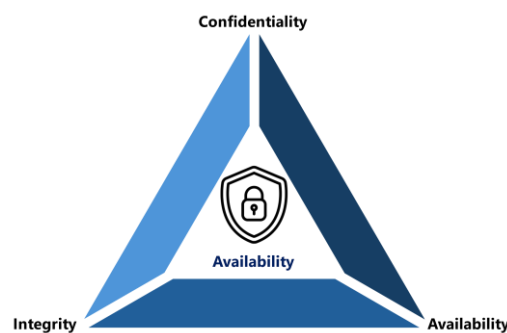
9.4.5.4. Regulatory Compliance

This section captures the integrations required for filing data and ensuring regulatory compliance. It involves preparing and filing GST and eTDS return.

- GSTN
- eTDS

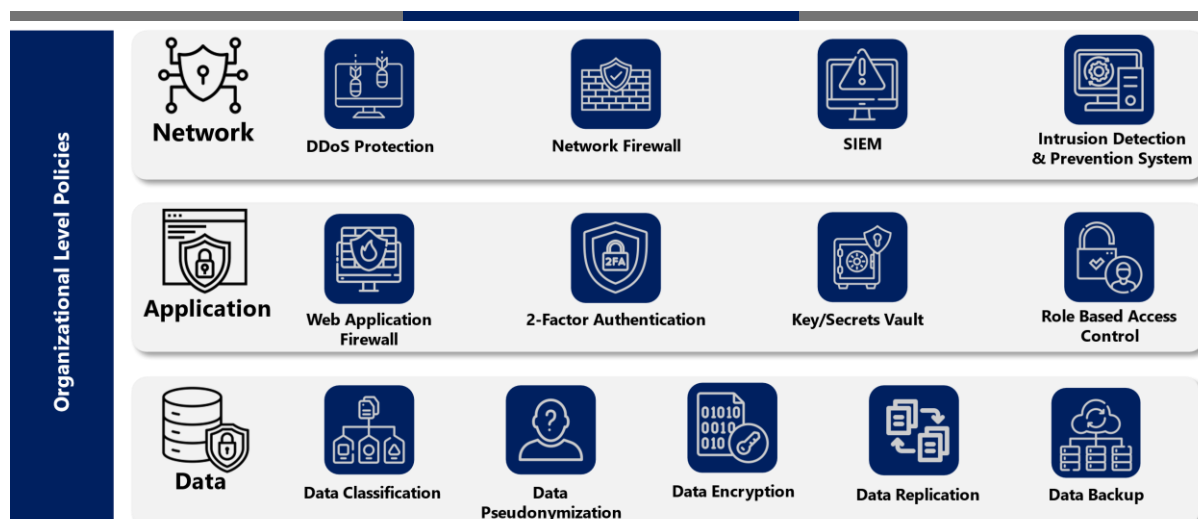
9.4.6. Security

This section defines the security related aspects of the solution. It would help ensure confidentiality, integrity, and availability of the data and the system.



#	Principle	Rationale
1.	Data Integrity	Data should be correct, consistent, and untampered.
2.	Data Confidentiality	Data is accesses and shared on a need-to-know basis.
3.	Data Availability	Data should be available to the authorized users for use when it is required.

Additionally, security needs to be taken care of at multiple levels i.e., organizational, network, application, and data.



9.4.7. Hosting Infrastructure

The loan Lifecycle Management System and the General Accounting System should be hosted in Cloud offered by MeitY empanelled Cloud Service Providers. The deployment should be in a logically isolated virtual network. The preferred deployment model is Infrastructure as a service (IaaS) or Platform as a service (PaaS). It should be a multi-site deployment. Both the Data Centre and the Disaster Recovery Centre should be in India and in different seismic zones.

9.4.7.1. Cloud Service Provider Requirements

#	Requirements
1.	CSP should be MeitY empanelled.
2.	CSP should offer both pay-as-you-go pricing and reserve pricing.
3.	CSP should ensure that the data resides in India and does not leave the boundaries of the country.
4.	CSP shall provide a web interface with Multi Factor Authentication (MFA) to access and manage the services deployed in cloud.
5.	CSP shall offer compute service, object storage service, block storage service, file storage service, database service (both RDBMS and No-SQL), load balancing service, CDN service, message queuing service, firewall service etc.
6.	CSP should allow monitoring of performance and health of the services deployed.

9.5. User Experience Design Values



User First Approach

The fundamental idea behind user first approach is to build solutions that are intuitive, effective, and enjoyable for the users by understanding their behaviours, motivations, and pain points. The solution should focus on the needs, preferences, and experiences of users throughout the user journey.



Visual Hierarchy

The solution should establish a clear visual hierarchy to guide user's attention and prioritize content effectively. It should use a combination of size, colour, contrast, and whitespace to emphasize important information and guide users through the interface.



Responsive Design

The solution should be responsive and adaptable to various screen sizes. It should employ techniques to ensure optimal viewing and interaction across desktops, tablets, and smartphones.

9.6. Functional Requirement Specification

9.6.1. Access Channels

9.6.1.1. Customer Portal

#	Requirements
1.	Customer should be able to login using his/her credentials.
2.	Customer should be able to view and update his/her personal details such as mobile, email etc.
3.	Customer should be able to initiate loan enquiry and loan application.
4.	Customer should be able to track the status of a loan application.
5.	Customer should be able to view a dashboard showing summary of all active and closed loans.
6.	For all active and closed loan accounts, customer should be able to view detailed loan account details such as loan amount, loan tenure, rate of interest etc.
7.	For an active loan, customer should be able to view the current outstanding balance, next EMI date and the amount.
8.	Customer should be able to download documents such as sanction letter, loan agreement, statement of account etc.
9.	Customer should be able to seek disbursement of sanctioned loan.
10.	Customer should be able to view disbursement history.
11.	Customer should be able to view loan amortization schedule.
12.	Customer should be able to make repayments.
13.	Customer should be able to raise loan restructuring request.
14.	Customer should be able to raise grievances.

9.6.1.2. Customer App

#	Requirements
1.	Customer should be able to login using his/her credentials.
2.	Customer should be able to view and update his/her personal details such as mobile, email etc.
3.	Customer should be able to initiate loan enquiry and loan application.
4.	Customer should be able to track the status of a loan application.

#	Requirements
5.	Customer should be able to view a dashboard showing summary of all active and closed loans.
6.	For all active and closed loan accounts, customer should be able to view detailed loan account details such as loan amount, loan tenure, rate of interest etc.
7.	For an active loan, customer should be able to view the current outstanding balance, next EMI date and the amount.
8.	Customer should be able to download documents such as sanction letter, loan agreement, statement of account etc.
9.	Customer should be able to seek disbursement of sanctioned loan.
10.	Customer should be able to view disbursement history.
11.	Customer should be able to view loan amortization schedule.
12.	Customer should be able to make repayments.
13.	Customer should be able to raise loan restructuring request.
14.	Customer should be able to raise grievances.

9.6.1.3. Office

#	Requirements
1.	Upon submission of offline application & relevant documents, the corporation should be able to capture the information of the application either by keying in the information furnished in the application or scanning & uploading the application and the system extracting the information from the uploaded application automatically.
2.	The corporation should be able to accept payments (Application fee, processing fee, upfront fee etc.) and generate payment acknowledgement slip for offline applicants
3.	The system should be able to create loan application number for offline applications submitted
4.	Upon submission of any other document submitted offline by a new or existing customer (such as loan agreement, second & subsequent disbursement request etc.), the office should be able to scan and attach a copy of the same with the relevant loan application or loan account.

9.6.1.4. Field Visit App

#	Requirements
1.	Field visit officer should be able to login using his/her credentials.
2.	Field visit officer should be able to view of a list of all field visits both previously conducted and upcoming.
3.	On selecting a particular field visit, field visit officer should be able to view the details of that visit.
4.	Field visit officer should be able to request for rescheduling a field visit.
5.	Field visit officer should be able to record visit details.
6.	Field visit officer should be able to scan and upload documents.
7.	Field visit officer should be able to capture photo and upload it.
8.	System should capture time and location details when field visit details get captured.

9.6.2. Core Services

9.6.2.1. Borrowing Management

#	Requirements
1.	The corporation should be able to maintain details of borrowing such as name of lender, amount borrowed, interest rate, interest period, repayment period, penalty, covenants, terms & conditions etc. <i>Note: The list is not exhaustive</i>
2.	The system should be able to either prepare repayment schedule as per the agreement details captured or allow the corporation to define schedule manually.
3.	The system should be able to track money received from lenders.
4.	The system should be able to notify the corporation about upcoming payments due before the due date
5.	The system should be able to track repayments made by corporation
6.	It should prepare the utilization report and covenant compliance report for each of the lenders
7.	The system should provide a comprehensive view of borrowings & repayments made & repayment due (Lender wise, month wise, year wise etc.)
8.	The service should interface with the general accounting solution and post all financial entries related to borrowing.
9.	System should generate comprehensive report on borrowings & repayments made & repayment due (Lender wise, month wise, year wise etc.)

9.6.2.2. Loan Scheme Management

#	Requirements
1.	Corporation should be able to define new loan scheme & parameters such as name of scheme, validity period, eligibility criteria (income ,credit score, collateral & security etc),minimum & maximum sanction amount, applicable interest rate, fees (application fee, processing fee, upfront fee etc.), minimum & maximum repayment period, specific terms, documents check list, approval workflow, moratorium period, repayment schedule, penalty, grace period during which the penalty is not calculated and any other parameters as required by JKDFC
2.	Corporation should be able to define whether a loan scheme is eligible for subvention
3.	Corporation should be able to define different fees based on different loan amount slab
4.	Corporation should be able to define different interest rate models such as fixed interest rate, floating interest rate etc for various loan scheme
5.	Corporation should be able to define the priority & distribution for penalty, interest & principal amount on repayment made by customer
6.	System should offer a maker checker arrangement for creation of any new scheme
7.	Corporation should be able to modify parameters for any existing loan scheme such as name, validity period, eligibility criteria (income ,credit score, collateral & security etc),minimum & maximum sanction amount, applicable interest rate, minimum & maximum repayment period, specific terms, documents check list, approval

#	Requirements
	workflow, moratorium period, repayment schedule, penalty, grace period during which the penalty is not calculated and any other parameters as required by JKDFC
8.	System should offer a maker checker arrangement for modification of any existing scheme
9.	Officer user should be able to discontinue an existing loan scheme
10.	System should maintain historical details of all loan schemes offered by office with details (example: start & end date of scheme, terms, interest rate etc.
11.	System should have deduped check on name of loan scheme

9.6.2.3. Subvention Management

#	Requirements
1.	The corporation should be able to define subvention related details of a scheme such as subvention percentage, subvention tenure, subvention agency etc.
2.	At a frequency defined by office, it should create a consolidated statement on subvention disbursed and send it to the subvention agency
3.	Officer should be able to download consolidated statement on subvention disbursed in popular formats (PDF, Excel)
4.	Corporation should be able to enter details on subvention received (both one time as well as bulk using spreadsheet) upon receipt of subvention in the bank account
5.	The system should interface with the accounting solution to post subvention receipt entries once the subvention receipt details are entered.
6.	System should flag delays from the subvention provider
7.	The service should be able to prepare reports providing detailed picture as regards to subvention
8.	System should generate comprehensive report on subvention disbursed and received (Scheme wise, agency wise, month wise, year wise etc.)

9.6.2.4. Co-Lending management

#	Requirements
1.	The corporation should be able to define details related to co-lending such as roles & responsibilities (which entity handles origination, creditworthiness check, collection etc.), revenue sharing model (share of interest income and other fees, charges, and penalties) and lending ratio.
2.	The system should provide a maker-checker arrangement to approve new records on co-lending.
3.	The corporation should be able to modify details related to co-lending.
4.	The system should provide a maker-checker arrangement to approve any modification in details of co-lending.
5.	This service should feed the details to loan application management, loan disbursement management, and loan account servicing so that the calculations as regards fee, interest, and penalty could be done as per the co-lending agreement.
6.	System should generate comprehensive report on Co-lended loan accounts (lender wise, year wise, SMA class, NPA class etc.,)

9.6.2.5. Customer Management

#	Requirements
1.	<p>The system should be able to maintain a customer repository and provide a comprehensive view of existing or past customers including information such as:</p> <ul style="list-style-type: none"> • Entity (individual/Business) information • Contact information • Loan History • Credit portfolio <p><i>Note: The list is not exhaustive</i></p>
2.	The system should be able to provide segmentation of customers based on credit risk, demographic details, and geographic details and use of the segmented data for cross-selling and upselling

9.6.2.6. Loan Enquiry Management

#	Requirements
1.	System should be able to handle the loan related enquiry with the potential borrower
2.	Corporation should be able to define and configure the pre-screening eligibility criteria as well as borderline criteria
3.	System should offer a maker checker arrangement for the creation of the pre-screening eligibility criteria and borderline criteria
4.	System should be able to fetch the details from the customer management service, in case of a repeat borrower
5.	System should be able to capture and store the required details of potential borrowers through an enquiry form
6.	System should be able to assess a potential borrower as per the pre-screening eligibility criteria set by the office
7.	Potential borrower should be able to upload supporting documents, as defined by the corporation, during the loan enquiry stage.
8.	System should be able to maintain an audit trail of all actions taken during the pre-screening process
9.	System should be able to generate reports on pre-screening outcomes
10.	Potential borrower should be able to proceed to applying for a loan only if they fulfil the pre-screening eligibility criteria
11.	System should be able to interface with the credit evaluation and underwriting service for assessing the eligibility
12.	System should be able to detect whether a potential borrower is a borderline case based on the pre-screening eligibility & borderline criteria set by the corporation
13.	System should be able to refer a borderline case for manual intervention

#	Requirements
14.	System should be able to notify the potential borrower of their eligibility status (eligible, ineligible, referred for manual review) upon completion of the pre-screening process
15.	Designated officers should be able to make final decision on referred cases for Pre-screening eligibility
16.	System should be able to communicate (Email/SMS etc.) the final decision made by office on cases referred.
17.	System should be able to handle errors and provide error messages to users and logging errors to corporation for further investigation
18.	System should be able to maintain a repository of all loan enquiries, including details of borrowers, loan scheme interested, eligibility (eligible, ineligible, referred for manual review), address, phone number, etc. for future reference

9.6.2.7. Loan Application Management

#	Requirements
1.	System should be able to take care of a loan application, right from the submission of the application to the decision (sanction or rejection) on the application
2.	System should be able to offer a step-by-step form to capture all necessary information from the customer
3.	Corporation should be able to design and define a form to capture all necessary information from the customer
4.	Corporation should be able to define the step-by-step process to capture all necessary information from the customer
5.	Customer should be able to upload all the essential documents (in popular formats such as PDF, DOCX, etc.) as defined by the office
6.	System should be able to perform a dedupe check to check for duplicate loan applications
7.	System should be able to flag duplicate applications and notify the same to the corporation
8.	System should be able to offer real-time visibility into application status to the application
9.	Customer should be able to view the real-time visibility into the application status of his/her/its loan application
10.	System should be able to send notifications to the applicant (e.g., email/SMS) when the status of the application changes
11.	System should be able to interface with the credit evaluation and underwriting service to fetch the detailed financial due-diligence report of the applicant(s) and the guarantor(s)

#	Requirements
12.	Corporation should be able to define and manage a multi-level approval workflow for a loan application sanction
13.	Corporation should be able to design and define a template for the sanction/rejection letter
14.	System should be able to generate the sanction/rejection letter based on the template defined
15.	System should be able to send the sanction/rejection letter to the borrower as per the workflow defined by the corporation
16.	Borrower should be able to upload the documents (in popular formats such as PDF, DOCX, etc.) as suggested in the sanction letter
17.	Corporation should be able to define a review workflow to review the completeness of the documents submitted after sanction

9.6.2.8. Credit Evaluation and Underwriting

#	Requirements
1.	System should be able to integrate with one or more external credit bureau services, as defined by the corporation.
2.	System should be able to automatically fetch the credit report of the applicant(s) and guarantor(s) from one or more credit bureau services
3.	System should be able to consolidate credit reports and financial data to create a comprehensive financial profile for each applicant and guarantor
4.	System should allow the corporation to configure, modify, and update the financial metrics (e.g., credit score, minimum acceptable debt-to-income ratio, credit utilization ratio, etc.) used in decision-making.
5.	System should be able to calculate the pre-defined metrics using the data fetched from the external services
6.	Corporation should be able to define rule(s) around credit scores and the pre-defined metrics (for e.g., minimum acceptable credit score) to weed out the high-risk applicants
7.	Corporation should be able to define the rule(s) to relate the credit scores and the metrics to the maximum loan amount, interest rate, and other lending terms
8.	Corporation should be able to define rule(s) to assess risk based on credit scores, financial metrics, and other relevant factors.
9.	System should be able to automatically classify applicants into risk categories (e.g., low, medium, high) based on the defined rules and fetched data
10.	System should be able to automatically filter out high-risk applicants based on the corporation's predefined rules for credit scores and financial metrics.

9.6.2.9. Financial Appraisal

#	Requirements
1.	Corporation should be able to define/amend/modify the details required to figure out the financial viability of a project based on its cost, tenure, funding structure, capital expenditure pattern, revenue projections, operational expenditure estimate, loan terms, and other associated parameters
2.	Corporation should be able to capture all the details required to figure out the financial viability of a project.
3.	System should be able to validate the entered project details to ensure all required parameters are captured and conform to predefined data formats and constraints
4.	Customer should be able to provide project details required by the corporation in the form of a detailed project report
5.	Corporation should be able to input the project details (provided by the applicant in the form of a detailed project report)
6.	Corporation should be able to define/amend/modify parameters for cash flow analysis, debt servicing metrics (e.g., debt servicing coverage ratio), profitability metrics (e.g., Net Present Value, Internal Rate of Return, Payback Period, etc.) to ascertain the financial viability of the project
7.	System should offer a maker checker arrangement to define/amend/modify the parameters for the above
8.	System should be able to automatically perform calculation on the defined/selected parameters
9.	System should be able to perform sensitivity analysis to test viability under varying conditions such as cost overruns, reduced revenue, etc.
10.	Corporation should be able to define/modify/amend any quantitative analysis on the details provided by the applicant/borrower
11.	System should be able to perform quantitative analysis defined by the office
12.	System should offer a maker checker arrangement for defining/modifying/amending any criteria set by the corporation for performing financial appraisal.
13.	Authorized corporation user(s) should be able to adjust input parameters and re-run the analyses to explore different scenarios and their impact on the financial viability of the project

9.6.2.10. Loan Disbursement Management

#	Requirements
1.	System should be able to take care of all disbursement related activities
2.	System should be able to interface with loan application management to ensure that all prerequisites as regards documents are in place
3.	Customer should be able to request for disbursement of loan amount
4.	Corporation should be able to amend/define its investment policy
5.	System should offer a maker checker arrangement for defining/amending the corporation's investment policy.
6.	Customer should be able to follow the steps in the investment policy as defined by the office
7.	Borrower should be able to choose between two disbursement options:

#	Requirements
	<ul style="list-style-type: none"> a. The borrower should be able to pay the required amount directly to the supplier and subsequently submit payment documents for verification. b. The borrower should be able to deposit the required amount with the corporation, which should then be able to disburse the combined funds (borrower's and corporation's share) to the supplier.
8.	Corporation should be able to define the disbursement approval workflow
9.	Corporation should be able to modify/amend the disbursement approval workflow
10.	System should be able to support a configurable workflow to approve or reject the requested disbursement in accordance with the policy set by corporation
11.	System should be able to interface with external services to verify the accuracy and validity of the bank account details provided
12.	System should be able to generate the loan agreement as per the template defined by the corporation and get it executed digitally between the parties using eStamp and eSign services.
13.	The system should allow alternate channel to the corporation to upload scanned loan agreement copy.
14.	System should be able to automatically create a loan account upon successful execution of the loan agreement
15.	System should be able to generate a disbursement letter / sanction letter as per the template defined by the corporation
16.	System should be able to initiate the disbursement as per the defined workflow
17.	System should be able to send the disbursement / sanction letter to the applicant through email and SMS
18.	System should be able to interface with the accounting service and post entries related to disbursement
19.	System should be able to support multi-tranche disbursement
20.	System should be able to release disbursement as per disbursement process of the bank on electronic mode through integration with partner bank platform

9.6.2.11. Loan Account Servicing

#	Requirements
1.	Interest should get calculated and charged based on the frequency defined by the corporation.
2.	Subvention should get calculated based on the subvention terms associated with a loan account.
3.	The corporation should be able to define how the repayment amount should get apportioned between interest, penalty, and principal.
4.	The borrower should receive multiple reminders (both SMS and Email) before an instalment becomes due.
5.	The borrower should be able to pay regular instalments.
6.	The borrower should be able to pay extra/unscheduled instalments.
7.	Instalment amount should get apportioned based on the apportionment scheme defined by the corporation.
8.	The borrower should receive multiple alerts (both SMS and Email) if the instalment is not paid within the due date.

#	Requirements
9.	The borrower should be levied penalty if the instalment is not paid within the grace period.
10.	Loan accounts with DPD (Days past due) greater than zero should get categorized based on the SMA (Special Mention Account) categorization of the Reserve Bank of India.
11.	NPA (Non-Performing Assets) Loan Accounts should get classified into three categories – sub-standard, doubtful, and loss assets based on the definition of the RBI.
12.	The corporation should be able to mark a NPA loan account as loss assets i.e., write-off a loan should it feel that the account is irrecoverable.
13.	Loan account that has once been marked as NPA should get upgraded to standard category if the DPD (days past due) comes to zero.
14.	System should do loan provisioning as per the as per the norms of the RBI.
15.	The corporation should be able to do one-time settlement of NPA loan accounts.
16.	The corporation should be able to do bad debt recovery i.e., fully/partially recover a written-off loan.
17.	System should automatically post all relevant journal entries such as interest receivable, repayment, subvention receivable, penalty, provisioning, bad debt recovery, one-time settlement, and write-off.
18.	The corporation should be able to view the asset quality report as per the frequency defined by the corporation.

9.6.2.12. Loan Restructuring

#	Requirements
1.	The borrower should be able to request loan restructuring. While placing the request, the borrower should be able to detail the reason for requesting for a restructure and upload supporting document(s).
2.	The corporation should be able to define and maintain a workflow to handle all restructuring request. All requests received from the borrowers should be approved as per the defined workflow.
3.	The corporation should be able to define and maintain eligibility rules to screen restructuring request.
4.	The corporation should be able to initiate restructuring should the request meet the restructuring policy of the corporation.
5.	The corporation should be able to modify loan parameters such as loan tenure, interest rate, and repayment frequency.
6.	The corporation should be able to convert a loan from fixed rate to floating rate and vice versa.
7.	The corporation should be able to grant a temporary deferment of EMI payments for a period and define whether the interest accrual during this period should be on simple or on compound interest basis.
8.	The corporation should be able to grant temporary deferment of principal repayment with only interest repayment for a period. The borrower should be able to make a bullet payment at the end of the period covering the deferred principal portion.

#	Requirements
9.	The corporation should be able to grant reduced principal repayment along with interest repayment for a period. The borrower should be able to make a bullet payment at the end of the period covering the deferred principal portion.
10.	Once the restructuring request gets approved, the borrower shall receive the revised loan agreement incorporating the new terms. Additionally, the borrower should receive the revised EMI and amortization schedule.
11.	The borrower should be able to accept the revised loan agreement.
12.	The borrower should be able to track the status of the loan restructuring request.

9.6.2.13. Early Warning Service

#	Requirements
1.	The corporation should be able to define the frequency at which credit score and detailed credit report should be fetched from the credit bureaus.
2.	System should automatically fetch details from the credit bureau as per the frequency defined by the corporation.
3.	System should automatically extract key risk indicators such as credit score, number of missed EMIs, and quantum of delay in paying EMIs.
4.	The corporation should be able to define and maintain risk bucket categories – Low, Moderate, and High in terms of the key risk indicators.
5.	The corporation should be able to see how the credit score of the borrower has changed over time.
6.	System should categorize each loan account into one of the risk buckets.
7.	The corporation should be able to view the early warning report as per the frequency defined by it. The report should include a list of all accounts under medium risk and high risk buckets. Additionally, it should include Q-o-Q and Y-o-Y comparison.

9.6.2.14. Field Visit Management

#	Requirements
1.	The corporation should be able to create and maintain questionnaires to capture the details of field visits depending on the purpose of the field visit.
2.	The corporation should be able to maintain a pool of field visits officers.
3.	The corporation should be able to create and schedule field visit.
4.	Field visits should get automatically allocated to officers based on their workload and availability.
5.	The corporation should be able to manually assign field visits to field visit officers.
6.	Assigned field visit officer should be able to request for rescheduling.
7.	The corporation should be able to define and maintain a workflow to handle rescheduling request and every time a rescheduling request is placed by a field visit officer, the workflow should be followed for approval.
8.	All officers who do field visits should be able to see a list of all field visits, both upcoming and previously conducted.
9.	Assigned Officer of the corporation should receive notification about upcoming field visit.

#	Requirements
10.	Assigned Officer should be able to log details of field visits. He/she should be able to upload photos/videos too.
11.	System shall support geo-tagging and timestamping i.e., it should capture details of the location from where the field visit details are getting logged by the field visit officer and the time when the details are getting logged.
12.	System shall support offline data capture and sync it once connectivity is restored.
13.	The corporation should be able to track the status of each field visit.
14.	The corporation should be able to view reports on field visits. The report should include metrics such as number of visits conducted along with officer-wise, branch-wise, and purpose-wise split.

9.6.2.15. Collateral Management

#	Requirements
1.	The corporation should be able to add details of one or more collateral submitted by the applicant.
2.	The corporation should be able to upload collateral related documents.
3.	When details of a new collateral are added, system should do a duplicate check to ensure that the same collateral is not getting used for multiple loan applications.
4.	The corporation should be able to define the revaluation frequency.
5.	The corporation should be able to empanel one or more 3 rd party valuer in the system.
6.	3 rd Party Valuer should receive a communication over SMS and email when details of a collateral are submitted, and a valuation exercise is to be performed.
7.	The corporation should be able enter the valuation details sent by the 3 rd party valuer.
8.	The corporation should be able to upload the valuation report submitted by the 3 rd party valuer.
9.	The corporation should be able to track the status of each valuation request.
10.	3 rd party valuer should receive notification for upcoming revaluation based on system defined revaluation schedule and manual overrides by the corporation.
11.	The corporation should get notified if the valuation details do not get updated as per the defined frequency.
12.	The corporation should be able to view historical valuation records of each collateral.
13.	The corporation should be able to view valuation trend of each collateral over time and comparison between the latest & the initial valuation.
14.	Collaterals attached to a loan should get released automatically upon loan closure and a collateral release certificate should be issued to the borrower.

9.6.2.16. Tax Management

#	Requirements
1.	The corporation should be able to define GST rate applicable for various fees, charges, and penalties.
2.	The corporation should be able to update the GST rates.

#	Requirements
3.	The system should have maker-checker arrangement in place to allow any change in rates.
4.	GST amount should get calculated automatically for transaction related to fees, charges, and penalties.
5.	GST related entries should get posted in the accounting system automatically.

9.6.3. Support Services

9.6.3.1. Accounting Service

#	Requirements
1.	The corporation should be able to create and manage chart of accounts and categorize them into assets, liabilities, equity, revenue, and expenses
2.	It should support multi-level accounting hierarchy.
3.	It should support branch-wise accounting.
4.	The corporation should be able to make manual journal entries.
5.	It should support automated entry of recurring entries.
6.	It should offer a maker-checker arrangement for adding manual entries.
7.	It should allow correction/reversal and maintain audit trail of all changes.
8.	It should offer maker-checker arrangement for correction/reversal.
9.	The corporation should be able to create and maintain a vendor master capturing all relevant details such as vendor name, type, GSTIN, PAN, Bank details, payment terms etc.
10.	It should offer comprehensive support for accounts payable process.
11.	It should offer comprehensive support for accounts receivable process.
12.	The corporation should be able to record an asset purchase.
13.	The corporation should be able to record an asset disposal (sale/scraping/donation/other) etc.
14.	The corporation should be able to track profit/loss on disposal.
15.	The corporation should be able to maintain a comprehensive asset register capturing details such as asset type, asset location, purchase date, purchase cost, vendor details, expected useful life, residual value, depreciation method etc.
16.	The corporation should be able maintain a depreciation schedule for each asset.
17.	It should support depreciation calculation using multiple methods and generate depreciation entries monthly/quarterly/yearly.
18.	The corporation should be able to adjust a value of an asset based on a valuation exercise.
19.	The corporation should be able to transfer assets between departments, branches, and cost-centres. System should maintain a log of asset ownership changes.
20.	It should have automatic report generation and email dispatch.
21.	It should support integration with other enterprise applications such as loan lifecycle management system and payroll through APIs.
22.	It should support IND AS accounting standard.
23.	It should be able to integrate with the Loan Management System (LLMS) to capture data related to loan disbursement, interest accrual, asset classification, provisioning, waivers, write-offs etc.

#	Requirements
24.	It should automatically calculate GST and TDS at the time of expense entry, with parameterized tax slabs/rates.
25.	It should be able to reconcile bank statements with accounting records, with support for both automatic and manual matching of transactions

9.6.3.2. Legal Matter Management

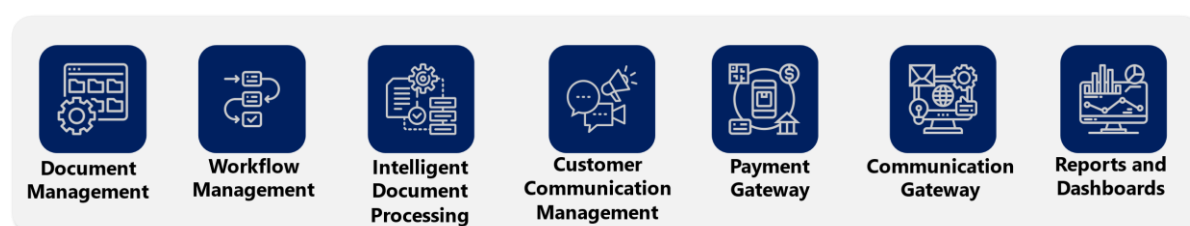
#	Requirements
1.	The corporation should be able to maintain a pool of legal officers.
2.	The corporation should be able to maintain a list of external legal counsels who are assisting the corporation in different legal cases.
3.	The corporation should be able to create new legal cases and link them with loan accounts.
4.	The corporation should be able to add all relevant details such as court details, parties involved etc. while capturing the details of a case.
5.	The corporation should be able to add upload all relevant documents of a case such as agreement, notices, court filings, affidavits, orders etc. through the case timeline.
6.	The corporation should be able to modify the details of a case.
7.	The corporation should be able to track all important dates such as hearing dates and deadline for filing responses.
8.	The corporation should receive notification/reminder (Email/SMS) when a due date is approaching.
9.	The corporation should be able to track the status of each case.
10.	The system should have a maker-checker arrangement in place for all addition and modification.
11.	The corporation should be able to view a list of all legal cases. It should then be able to apply filter on one or more attributes and sort the filtered list to search a particular case or a particular type of case.
12.	The corporation should be able to view a dashboard showing all important metrics related to legal cases such as number of active legal cases, upcoming hearing dates, number of cases by status etc.

9.6.3.3. Grievance Management

#	Requirements
1.	The corporation should be able to maintain the master data of grievance category and sub-category.
2.	The corporation should be able to maintain a pool of Grievance Redressal Officers.
3.	The corporation should be able to maintain an escalation matrix.
4.	The corporation should be able to define first response timeline and resolution timeline for each category and sub-category.
5.	Customer should be able submit grievances. While submitting the grievance, customer should be able to provide detailed description of the issue, select the grievance category and sub-category and upload supporting documents.
6.	On submission, customer should receive a unique grievance id.

#	Requirements
7.	System should auto-assign ticket to one of the officers based on the selected category and sub-category.
8.	Officer should receive notification when a new issue is assigned to him/her.
9.	Officer should be able to view the details of the grievance assigned to him/her.
10.	Officer should be able to reassign a grievance to another officer if the category and the sub-category is not mentioned correctly.
11.	Officer should be able to see the list of issues in his bucket.
12.	Officer should receive reminders when the first response timeline and resolution timeline are about to expire.
13.	System should escalate the issue to the next level should the officer assigned do not take action within the defined timeline.
14.	Customer should be able to track the status of their grievance.
15.	Customer should receive notification whenever the status of the ticket changes.
16.	Customer should receive notification when resolution is provided. Customer should be able to view the resolution provided by the officer.
17.	Customer should be able to close a grievance if he/she is satisfied with the resolution. He/she should be able to provide rate the resolution provided.
18.	Customer should be able to reopen a grievance if he/she is not satisfied with the resolution.
19.	The corporation should be able to view a dashboard to track all metrics related to grievances such as total number of grievances received, number of pending grievances, number of grievances by category and sub-category, average resolution time, and number of grievances escalated.
20.	The corporation should be able to view M-o-M and Y-o-Y grievance trend report.

9.6.4. Enabling Services



9.6.4.1. Intelligent Document Processing

#	Requirements
1.	It should support wide range of document and image formats such PDF and JPEG.
2.	It should be able to extract text from images and documents.
3.	It should be able to extract key fields and make it available for consumption in JSON/XML format.
4.	It should be able to ensure accuracy and integrity of extracted data through data validation checks.
5.	It should flag document for manual review if the system is not adequately confident of the extracted data.

#	Requirements
6.	It should offer a user-friendly interface for reviewing, correcting, and confirming the extracted data from the document.
7.	It should allow users to manually correct errors in the extracted data before finalizing the document processing.
8.	It should tag the document with the metadata to help document organization and retrieval.

9.6.4.2. Document Management

#	Requirements
1.	It should maintain version history of documents.
2.	It should support role-based access control to restrict access to documents based on user roles and permissions.
3.	It should allow users to add comment(s) to a document. Additionally, users with viewing rights should be able to view the comments.
4.	It should be able to store metadata such as document type, date, and author for indexing and categorization.
5.	It should allow users to add tags to documents. Additionally, it should allow users to modify/drop system-generated tags.
6.	It should have search capabilities to allow users to locate documents quickly based on full-text search, metadata filters, and keyword tags.
7.	It should have logging capabilities to track document access, document revisions, and other user activities.

9.6.4.3. Workflow Management

#	Requirements
1.	It should allow definition and modification of workflows for different loans and loan processes using a user-friendly interface.
2.	It should support both sequential and parallel flow.
3.	It should support conditional branching based on decision points.
4.	It should trigger workflows automatically based on pre-defined rules using a user-friendly interface.
5.	It should allow definition and modification of business rules.
6.	It should support conditional logic and calculation in business rules.
7.	The corporation should be able to define deadline for each activity.
8.	The owner of the activity should receive notification when a new task gets allotted.
9.	The owner of the activity should receive reminders when the deadline is approaching.
10.	The corporation should be able to define an escalation hierarchy
11.	It should support escalation to next level if the task is not completed within the defined deadline.
12.	It should allow authorized officers to intervene manually. It should capture justification for manual intervention.
13.	It should maintain a detailed log for all workflow activities and ensure tamper-proof history.
14.	It should offer visualization of workflow metrics such as cycle time and throughput.

#	Requirements
15.	It should support version control.

9.6.4.4. Dashboards and Reports

#	Requirements
1.	System should be able to provide an intuitive user interface for easy navigation and report creation
2.	System should be able to allow users to create and customize reports with the following visualization types: column charts, bar charts, pie charts, line charts, and scatter plots
3.	Exception reports / deviation reports should be available to authorized officer users only
4.	System should be able to provide role-based access control to ensure that only authorized users can create, modify, or view specific reports
5.	Corporation should be able to define the frequency of refresh for each report
6.	Corporation should be able to sort and filter content of the report based on one or more attributes
7.	Corporation should be able to drill down and drill up to view a report at different level of details
8.	Corporation should be able to download reports in multiple popular formats (commonly used ones like PDF, word, html, XLSX, etc.)
9.	System should have provision to fulfil ad-hoc report requirements of the officers
10.	System should be able to provide an executive-level dashboard that offers a real-time, high-level overview of metrics across predefined areas of the organization, as specified by the corporation
11.	System should be able to provide following regulatory compliance reports: <ul style="list-style-type: none"> a) DNBS 4A (Quarterly reporting) b) DNBS 13 (Quarterly reporting) c) DNBS 4B (Monthly reporting) d) DNBS 10 (Annually reporting) e) Credit Bureau reporting (for consumer & commercial – Monthly) f) C-KYC reporting g) GST Return filing (Monthly/ Quarterly/ Yearly) h) TDS Return filing (Monthly/ Quarterly/ Yearly) i) SMA Report – CRILC (Monthly) j) NeSL reporting k) Asset Liability report (Daily/Monthly/Quarterly/Annually) l) DNBS 02 (Quarterly/Annually reporting)
12.	System should be able to provide following finance & account related reporting <ul style="list-style-type: none"> a) Balance Sheet (Quarterly/ Yearly) b) Profit & Loss statement (Quarterly/ Yearly) c) Cashflow statement d) Y-O-Y, Q-O-Q financial statement comparison e) Trial Balance report f) TDS Payable report g) TDS receivable report

#	Requirements
	<ul style="list-style-type: none"> h) GST Payable report i) GST input receivable report j) Purchase & Invoice report k) Accounts receivable report l) Accounts payable report m) Ratio Analysis (quarterly, annually) with YoY, QoQ comparison
13.	System should be able to provide consolidated loan enquiry report to monitor lead generated/ loan enquiries over a period (example: Leads qualified for loan/not qualified for loan, qualified leads applied/not applied for loans etc)
14.	System should be able to generate loan application report to monitor number of applications received channel wise, date range wise, branch wise, product wise, geography wise etc.
15.	System should be able to generate loan application status report to monitor loan application lifecycle at various stages (channel wise, date range wise, branch wise, product wise, geography wise etc.)
16.	System should be able to generate application TAT report to monitor TAT for application between different stages of application lifecycle (channel wise, date range wise, branch wise, product wise, geography wise, employee wise etc.)
17.	System should be able to generate Loan sanctioned report to monitor loan sanctioned channel wise, date range wise, branch wise, product wise, geography wise etc.
18.	System should be able to generate Loan disbursement report to monitor loan sanctioned channel wise, date range wise, branch wise, product wise, geography wise etc.
19.	System should be able to generate Loan sanction vs disbursement report to monitor amount sanction vs disbursed for various loan (channel wise, date range wise, branch wise, product wise, disbursed/undisbursed/partially disbursed, geography wise etc)
20.	System should be able to generate application pending report to monitor application pending at various stages of process (channel wise, date range wise, branch wise, employee wise, product wise, reason wise etc)
21.	System should be able to generate loan collection & loan outstanding report to monitor loan amount collected with breakup of principal & interest (channel wise, date range wise, branch wise, product wise, geography wise etc.
22.	System should be able to generate early warning report to monitor specific loan accounts as per the configured rules of corporation
23.	System should be able to generate SMA related report to monitor special mention account, recovery related to SMA accounts, SMA upgrade/downgrade etc (SMA group wise, channel wise, date range wise, branch wise, product wise, geography wise etc, Day past dues wise)
24.	System should be able to generate NPA related report to monitor NPA loan accounts, NPA related recovery, provisioning related to NPA accounts, NPA upgrade/downgrade etc. (date range wise, branch wise, product wise, geography wise, NPA class wise etc)
25.	System should be able to generate report related to court case to summarise all the legal cases by their status (registered, pending, closed etc.), court name, start date, closed dates, hearing date, hearing outcome, next hearing date etc.

#	Requirements
26.	System should be able to generate report related to execution of legal document to tracks the execution of legal documents such as decrees, warrants, and other court orders related to loan recovery
27.	System should be able to generate security report to provides an overview of the collateral and security available for recovery in legal proceedings, status of security charges or collateral enforcement, including actions like property seizure or notice issuance.
28.	System should be able to generate loan settlement report (For OTS/Compromise settlement case monitoring, active/cancelled/revoked cases etc)
29.	System should be able to generate loan restructuring report
30.	System should be able to generate loan write off report
31.	System should be able to generate employee performance report to monitor weekly/monthly/yearly activities & performance of employees
32.	System should be able to generate company & branch level performance dashboard to monitor monthly/quarterly/yearly performance

9.6.4.5. Customer Communication Management

#	Requirements
1.	<p>The corporation should be able to define and maintain template of all regularly generated documents and communications.</p> <ul style="list-style-type: none"> • Loan Application Acknowledgement • Loan Sanction Letter • Loan Agreement Communication • Loan Disbursement Communication • Loan Rejection Communication • Upcoming EMI Reminder • EMI Due Today Alert • Missed EMI Communication • Revised Interest Rate Communication • Period Loan Statement • Interest Certificate <p><i>Please note that the list is not exhaustive</i></p>
2.	It should support dynamic placeholders so that customer-specific information could be inserted automatically.
3.	It should support conditional logic so that certain sections get added/removed and content get modified based on customer specific information.
4.	It should support customization for branding and localization.
5.	It should support creation and management of communication template in both English and Hindi.

9.6.4.6. Communication Gateway

#	Requirements
1.	It should deliver SMS and Email triggered by the loan lifecycle management system and the accounting system.
2.	It should support both real time and scheduled delivery.
3.	It should maintain detailed log of all communications sent including timestamp and delivery status.
4.	It should track failed messages and support resend attempts if delivery fails.

9.6.4.7. Payment Gateway

#	Requirements
1.	It should support multiple payment methods such as UPI, Netbanking, Debit Card.
2.	It should support all major card networks such as RUPAY, VISA, and MASTERCARD.
3.	It should support standing instructions/e-NACH Mandate etc. for automatic EMI deduction.
4.	It should offer comprehensive reporting and dashboard to track transaction volume, payment success rate, and other payment related metrics.

9.6.5. Integrations

#	Requirements
1.	The solution should be able to fetch details of a PAN such as name, date of birth, type, status etc.
2.	The solution should be able to verify PAN-Aadhaar linkage.
3.	The solution should be able to fetch details of a driving license such as name, date of birth, date of expiry, address etc.
4.	The solution should be able to fetch details of a voter id such as name, date of birth, gender, state etc.
5.	The solution should be able to fetch details of a UAN such as name, employer, joining date, exit date, validity etc.
6.	The solution should be able to fetch details of a GSTIN such as name, address, registration date etc.
7.	The solution should be able to fetch details of a ration card such as name, address etc.
8.	The solution should be able to fetch the details of a CIN/DIN (MCA data).
9.	The solution should be able to fetch details of consumers based on utility bills.
10.	The solution should be able to verify the bank account details.
11.	The solution should be able to verify udyam/udyog aadhaar.
12.	The solution should be able to verify Passport details.
13.	The solution should be able to verify ICAI membership.
14.	The solution should support fetching of information from all the credit bureaus.
15.	The solution should support bank statement analysis.
16.	The solution should support GST data analysis.
17.	The solution should support ITR and 26 AS data analysis.
18.	The solution should support integration with CERSAI.

#	Requirements
19.	The solution should support integration with NeSL.
20.	The solution should be able to support digital contracting using a combination of eSign and eStamp.
21.	The solution should support GST return filing.
22.	The solution should support TDS return filing.

9.7. General Requirements

#	Requirements
1.	User should receive an acknowledgement of payment after every payment involved transaction. Acknowledgement of payment should include date of transaction, value of transaction, application number, and type of request.
2.	User should receive an acknowledgement of submission after every transaction. Acknowledgement of submission should include the list of all forms and documents submitted by the user as part of the transaction.
3.	User should be able to preview their submitted form or application in a print-friendly format. This preview shall mimic the appearance of the form when printed, including layout, formatting, and content.

9.8. Non-Functional Requirement Specification



9.8.1. Security

#	Requirements
1.	Solution should be HTTPS enabled with a valid TLS certificate. Additionally, the key should be stored securely.
2.	User credentials and PII should not be stored as plaintext.
3.	Solution should employ 2 factor authentication (2FA)/ Multi-factor Authentication (MFA) to establish identity.

#	Requirements
4.	Solution should implement role-based access control (RBAC) to prevent unauthorized access.
5.	Solution should let the corporation define and manage roles and privileges. In addition, solution should let the corporation map privileges to roles.
6.	Solutions should let the corporation assign one or more roles to an identity.
7.	Solution should use time-limited privileges or one-time-use credentials to temporarily allow a higher level of access to specific users who need elevated privileges to complete an assignment or a task.
8.	Corporation should be able to set password policy i.e., password length, complexity, and change frequency.
9.	All active sessions of a user should be terminated after 15 minutes (should be configurable) of inactivity.
10.	Solution should offer comprehensive audit logging of authentication events, access attempts, and policy changes.
11.	Solution should have safeguards (pre-defined rules) in place to prevent common web exploits such as SQL injection, cross-site scripting, and other attacks that find regular mention in OWASP web application security risks. Input validation should be performed to sanitize and validate data to prevent injection attacks.
12.	Solution should allow creation of custom rules to filter web traffic, setting priority to rules, and updating of rules, and deletion of rules.
13.	Solutions should have safeguards and mechanisms in place to prevent distributed denial of service (DDoS) attacks.
14.	Rate limiting and throttling mechanisms should be employed to prevent attacks.
15.	Data at rest and data in transit should be encrypted to prevent data theft and unauthorized data access.
16.	Application secretes such as database/storage connection string, database credentials, Access Tokens, and API Keys should be stored securely using encryption.
17.	Access control should be enabled for creation and management of application secrets.
18.	Solution should capture and analyse event data across IT infrastructure and then identify unexpected, potentially unauthorized, and malicious activity.
19.	Change in data should be recorded as a new entry i.e., change history should be maintained for all important master and transaction tables.
20.	Solution should have soft deletion and refrain from hard deletion.
21.	Maximum safety of all critical components and data resources must be ensured as per industry best practices.
22.	The solution should adhere to - <ul style="list-style-type: none"> Guidelines on Information Security Practices for Government Entities issued by CERT-In relevant RBI guidelines.

9.8.2. Performance

#	Requirements
1.	Users should receive a response within 5 seconds
2.	Solution must be able to handle 10 concurrent users.

9.8.3. Availability

#	Requirements
1.	The solution should be available 99.0% of the time calculated quarterly.
2.	Notification of planned downtime should be provided at least 48 hours in advance.
3.	Scheduled downtime (maintenance window) should not exceed 3 hours in a month.
4.	Scheduled downtime should be after business hours*.
5.	The solution must avoid single point of failure to minimize downtime and ensure high availability.
6.	The solution should employ a combination of horizontal scaling and load balancing techniques to ensure high availability.

* Here business hours mean 9.30 AM to 6.30 PM (Indian Standard Time)

9.8.4. Resiliency

#	Requirements
1.	RTO of the solution should not be more than 2 hours.
2.	RPO of the solution should not be more than 15 minutes.
3.	Solution must include a disaster recovery arrangement to ensure continuity of operations
4.	Solution must implement a failover mechanism to serve users using the secondary site (disaster recovery arrangement) in case the primary site becomes unavailable.
5.	In case of any disaster at the DC, DRC should take over within the defined RTO at 50% of the performance of DC.
6.	Data must be replicated in a secondary site (disaster recovery site) in a different seismic zone continuously in near real-time to improve availability against regional outages and disasters.
7.	Periodic disaster recovery drills (once in 6-months) should be conducted to ensure that the solution could be operated from the disaster recovery site should there be an actual disaster taking down the primary site.
8.	Regular backup must be taken. Back up strategy (combination of full, differential, and incremental), Backup frequency (Daily, Weekly, Monthly) and retention period must be configurable and must conform with the RPO and other relevant policies. At least 2 copies of the backups must be maintained one in DC and the other in DRC.

9.8.5. Scalability

#	Requirements
1.	Solution should support both vertical scaling and horizontal scaling.
2.	Solution should employ asynchronous processing wherever possible to offload resource intensive task to the background.

9.8.6. Usability

#	Requirements
1.	Aesthetics, readability, information hierarchy, and accessibility must be accounted for while designing the user experience.
2.	Solution should be intuitive i.e., users should be able to find their way about easily enough to achieve objectives without relying much on training and documentation.
3.	A user should be able to achieve an outcome with as little scroll as possible. Horizontal scrolling should be avoided as much as possible.
4.	A user should be able to reach the top of the page using scroll to top button.
5.	A user should be able to achieve an outcome with as few clicks as possible.
6.	Navigation and search feature should be provided wherever possible.
7.	Tasks/assignments in a list/table view that are approaching due date and that are past due date should be highlighted to grab attention.
8.	Users should be able to sort and filter in a list/table view.
9.	User should be able to choose one or more attributes from a list of available attributes in a list/table view.
10.	Messages/Prompts shown to the user should be classified as either informational, warning, or error.
11.	Messages/Prompts shown to the users should be in instantly understandable and jargon-free.
12.	Error messages must offer a solution to the users.
13.	Info/Help should be provided next to all fields where a user needs to provide input so that the user knows what to fill.
14.	All user inputs should be validated based on the nature of the input field before performing any other operations.
15.	Multiple password recovery options should be provided to the users of the solution.
16.	The solution must be accessible to people with the broadest range of characteristics and capabilities
17.	Frequently used features should be readily accessible i.e., could be reached with minimum navigation.

9.8.7. Maintainability

#	Requirements
1.	Consistent naming conventions must be employed throughout the entire solution.
2.	Hard coding must be avoided.
3.	Proper error catching and handling techniques must be employed.
4.	Each error/warning message/prompt must be accompanied with a unique error code.
5.	If open-source component(s) get used in solution deployment, enterprise support for the component(s) should be procured.

9.8.8. Auditability

#	Requirements
1.	The solution must maintain audit data such as Insert Date, Insert Time, Insert By, Update Date, Update Time, and Update By related to transactions.
2.	The solution must maintain history of all important transactions.
3.	The solution must have a provision to collect, maintain, and analyse logs and performance data of the solution components.

9.8.9. Extensibility

#	Requirements
1.	The solution should have the provision to extend the product portfolio i.e., should the corporation at a later date plan to introduce new loan products, the same solution should be able to meet the needs.
2.	APIs of the loan lifecycle management system and the accounting solution should be available for consumption in a secured manner. For example, other digital solutions of the corporation should be able to make entries in the accounting system.
3.	The solution should be able to consume APIs offered by other systems.

9.8.10. Compatibility

#	Requirements
1.	The solution should function consistently across popular web browsers such as Chrome, Edge, Firefox, and Safari.
2.	The solution should be responsive and render appropriately on various devices.
3.	The mobile app should be compatible with latest 3 major versions of Android and iOS.

9.8.11. Compliance

#	Requirements
1.	The solution must comply with the RBI mandate of data localization.
2.	The solution must comply with the RBI guidelines on Cyber Security Framework.
3.	The solution must be designed considering the provisions of the IT Act 2000.
4.	The accounting solution should support IND-AS standards.

10. Implementation Plan

This section captures the implementation plan to be adopted. It includes the timeline, milestones & deliverables, and the responsibility matrix.

10.1. Timeline

The selected bidder has to make the loan lifecycle management system, and the general accounting system live within 17 weeks from the date of project inception.

Activities	Implementation																	O&M				
	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	Y1	Y2	Y3	Y4	Y5
Project Planning																						
Prepare SRS, wireframes, and mockups																						
Customization & Development																						
System Testing & Integration Testing																						
Pre-UAT Training																						
User Acceptance Testing																						
Deployment Activities																						
Pre Go-Live Training																						
Operations & Maintenance																						

Note: Date of project inception is 2 weeks from the date of signing of contract.

10.2. Milestones and Deliverables

10.2.1. Implementation Phase

#	Deliverable	Description	Timeline (in weeks)
1.	D-1	Detail Project Plan	T+1
2.	D-2	Software Requirement Specification (SRS) Document	T+7
3.	D-3	1. Technical design document 2. System & Integration test report	T+10
4.	D-4	1. CERT-In empanelled Security Audit Certificate 2. DC-DR readiness Report 3. Pre-Go Live Training Completion Report	T+17

Note: Here T means date of project inception

10.2.2. Operations and Maintenance Phase

#	Frequency	Deliverable
1.	Monthly	<ul style="list-style-type: none"> Monthly Service Level Compliance Report Monthly Status report
2.	Quarterly	Quarterly Service Level Compliance Report
3.	Half yearly	DC/ DR Drill Report
4.	Annually	Exit Management Document

10.3. Responsibility Matrix

The table below defines the roles and responsibilities of the corporation and the OEM /SI in the implementation and operation & maintenance of the Loan Lifecycle Management System and General Accounting System. This matrix ensures clear accountability, facilitating the successful implementation of the Loan Lifecycle Management System and General Accounting System for JKDFC.

#	Activity	Responsibility of JKDFC	Responsibility of OEM /SI
1.	Project Kick-off & Requirement Gathering	Provide necessary business process inputs, legacy system details, and key stakeholders for discussions.	Conduct requirement gathering sessions, document requirements, and provide system architecture design.
2.	Development & Customization	Facilitate access to necessary information	Develop and customize the system Loan Lifecycle Management System and General Accounting System as per requirements.
3.	System & Integration Testing	Validate test cases.	Conduct system testing, integration testing, and resolve issues identified.
4.	User Training & Documentation	Nominate users for training sessions.	Develop training materials and conduct training programs.
5.	User Acceptance Testing (UAT)	Execute UAT cases and provide feedback.	Support UAT execution and resolve defects reported.
6.	Deployment & Go-Live	Approve deployment plan and provide operational readiness sign-off.	Deploy system and resolve deployment issues.
7.	Operations & Maintenance	Monitor system performance and report issues.	Provide technical support, maintenance, and periodic enhancements as per SLAs.

11. Service Levels

- a) These service levels are applicable to all the services related to Loan Lifecycle Management and General Accounting Solution.
- b) Service levels are the target performance requirements that the selected bidder is expected to ensure during the implementation as well as operations & maintenance phase.
- c) These performance requirements may be imposed, and consultant/ Third-Party audit/ certification agency may be deployed for certifying the performance of selected bidder against the target performance metrics. All payments to the selected bidder shall be made after adjustment of penalties as per the service level metrics
- d) During the contract period, it is envisaged that there could be changes to the Service Levels, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e., JKDFC and the selected bidder.

11.1. Service Level Measurement & Monitoring

- a) The selected bidder is to ensure tracking of service levels reliability. The corporation should be provided with monthly and quarterly performance reports. Moreover, the JKDFC should be provided with all data (i.e. raw data, intermediate data and reports) related to service levels for the period.
- b) Service Levels will be monitored **monthly** for both Project implementation and O&M phase for reporting and review purpose. Whereas for payment to the selected bidder during O&M phase, the SLA will be measured and computed on a quarterly basis.
- c) The selected bidder shall provide a “**Service Level Performance Report**” on **monthly** basis in a format mutually agreed with JKDFC containing the summary of all incidents reported and associated Service Level performance for that period and a review shall be conducted on the report.
- d) The selected bidder shall provide a **quarterly Service Level Performance report** to JKDFC for consideration of quarterly payment.

11.2. Penalty

- a) Total penalty attracted is sum of penalty for individual Service Levels which do not conform to baseline performance. Any non-conformance to Service Levels arising due to delay in approval from JKDFC shall not be attributed to the selected bidder
- b) During implementation period, total penalty levied for the period is capped at 5% of the total value of implementation phase while for O&M period, the total penalty for the quarter levied is capped at 3% of the EQI
- c) During O&M period, if all the service levels are at breach for two (02) consecutive quarters, JKDFC reserves the right to terminate the contract. However, JKDFC may provide additional time to the selected bidder to address the gaps and improve performance.

11.3. SLA Holiday Period

- First quarter** from the date of Go-Live shall be considered as SLA holiday period. This SLA holiday period shall not be more than **one quarters**. During the SLA holiday period the EQI shall be paid at 100% to the selected bidder.
- This SLA holiday period is only for the purpose of stabilizing the application.
- The "Operations & Maintenance phase SLAs" are applicable to selected bidder during O&M phase except for the SLA holiday period. The selected bidder needs to take necessary steps to ensure accuracy of data related to service level.
- The "Operations & Maintenance phase SLAs" will be activated from the instance of Go-Live and remain active till the completion of O&M period including any project extensions.

11.4. Implementation Phase Service Level

The implementation phase service level is applicable during solution implementation phase from start of the project i.e., date of signing of contract till "Go-Live" of all the components of envisaged solution (i.e both Loan life cycle management & accounting solution) with the objective to minimize deviation in promised and actual delivery timeline.

- Activation of Service Level:** The implementation Service Level specified in this section shall be activated from the date of signing of contract
- De-activation of Service Level :** The implementation Service Level shall be de-activated on the date of Go-Live of all components of the envisaged solution.

11.4.1. Timely Deliverable

Attribute	Description	
SLA/IM/01	Timely delivery	
Service Level Requirement	All the Project Milestones as defined in the RFP should be completed within the timelines	
Measurement of service level parameter	Measured as the difference between the planned date for the milestone and the actual date of its completion	
Penalty for Non-Achievement of SLA Requirement	Target	Penalty
	Baseline: No delay	None
	Lower Performance: Delivery delay <= 2 weeks	0.2% per week of the eligible milestone payment
	Breach: Delivery Delay >2 weeks	0.5% per week of the eligible milestone payment beyond 2 weeks
Note: <ul style="list-style-type: none"> The Service Level will cover delays attributable to the selected bidder only. Any delay caused due to JKDFC will not be considered for penalty calculation. 		

11.5. Operations and Maintenance Phase service level

- The "Operations and Maintenance Service Level" will be activated from the instance of Go Live and remain active till the completion of O&M period including any project extensions.
- During O&M phase (including any project extension(s)), penalties which levied on the selected bidder each quarter will be capped at 10% of the Total EQI.

11.5.1. Uptime

Attribute	Description	
SLA/OM/01	Uptime	
Service Level Requirement	Uptime (Availability of services) $\geq 99.0\%$	
Measurement of service level parameter	<ul style="list-style-type: none"> Measured as availability of end to-end services that when executed, cover the underlying solution and infrastructure components utilized in serving front & back-office services The services shall be measured on 24*7 Service availability would be measured as total time in minutes in a quarter minus the downtime in minutes in a quarter. However, in calculating downtime, scheduled downtime will not be considered. 	
Penalty for Non-Achievement of SLA Requirement	Target	Penalty
	Baseline: $\geq 99.0\%$ availability	None
	Lower performance: $\geq 95\%$ & $< 99.0\%$ availability	1% of EQI
	BREACH: $< 95\%$ availability	3% of the EQI

11.5.2. Response Time

- Response time will be measured at the server end only (server time only)
- This Service Level is applicable for all transactions related to loan life cycle management and accounting solution

Attribute	Description	
SLA/OM/02	Response time	
Service Level Requirement	Response time for loan life cycle management solution & accounting solution should not exceed 5 Seconds	
Measurement of service level parameter	<ul style="list-style-type: none"> Response time will be measured at server end only (server time only) Irrespective of the transaction type, payment gateway & any external agency transaction time will be subtracted. Measurement will be on real time transactions. 	

Attribute	Description	
Penalty for Non-Achievement of SLA Requirement	Target	Penalty
	Baseline: $\geq 95\%$ of the transactions take less than or equal to 5s	None
	Lower performance: $<95\%$ and $\geq 90\%$ of the transactions take less than or equal to 5s	0.5% of EQI
	BREACH: $<90\%$ of the transaction take less than or equal to 5s	1% of the EQI

11.5.3. Incident Resolution and Support

Attribute	Description	
SLA/OM/03	Helpdesk resolution time is the time in which the complaint/ query is resolved after it has been reported to the helpdesk team of the service provider	
Service Level Requirement	$\geq 95\%$ of all tickets raised should be resolved within the timeline as per the severity level a) Level 1 tickets should be resolved within 1 working day b) Level 2 tickets should be resolved within 2 working days c) Level 3 tickets should be resolved within 4 working days	
Measurement of service level parameter	Measurement of resolution time from the time ticket is logged to the time it is resolved. <ul style="list-style-type: none"> Level 1: Showstopper Level 2: Workaround available Level 3: Modifications/bug fixes/others 	
Penalty for Non-Achievement of SLA Requirement	Target	Penalty
	Baseline: $\geq 95\%$ of all tickets resolved within the timeline prescribed	None
	Lower performance: $\geq 90\%$ & $< 95\%$ of all tickets resolved within the timeline	0.5% of the EQI
	Breach: $<90\%$ all tickets should be resolved within the timeline as per the severity level	1% of the EQI

12. Payment Terms

12.1. General Terms

- a. The selected bidder shall submit the invoice of each milestone to JKDFC.
- b. Invoice shall be accepted only after completion of the concerned milestone.
- c. JKDFC to pay the selected bidder within 15 days of submission of invoice.
- d. The selected bidder shall include taxes, at rates applicable at the time of invoicing.
- e. The selected bidder shall not be penalized for any delay that can't be attributed to it.
- f. The bidder shall note that the cost of implementation phase shall not exceed 40% of the total financial proposal submitted by the bidder.

12.2. Terms for the implementation phase

The selected bidder shall raise invoices on achieving a milestone as defined below & payment will be made as a percentage of total project implementation cost submitted by bidder

#	Milestone	Milestone Verification technique	Payment (As % of total implementation cost)
1.	Project Plan	Submission of Detail Project Plan (D1)	10%
2.	Completion of Software Requirement Specification (SRS)	Submission of Software Requirement Specification (D2)	10%
3.	Completion of customization, enhancement & testing	Submission of Technical Design Document and System & Integration test report i.e., D3	15%
4.	Completion of UAT	UAT Sign off	15%
5.	Going Live	Go- Live after submission of CERT-in empanelled security audit certificate DC-DR readiness report Pre- Go Live Training completion report i.e., D4	50%

12.3. Terms for Operations & Maintenance phase

- a) The total cost of O&M phase will be distributed over 20 Equitable Quarterly Instalment (EQI). The selected bidder shall raise invoices every quarter upon submission of quarterly deliverable. The quarterly EQI will be paid after adjustment of penalties related to service levels.

#	Frequency	Deliverable	Payment
1.	Quarterly	Quarterly Service Level Compliance Report	EQI

- b) In addition to the EQI, payment related to external integrations (such as API etc.) shall be paid separately on actual consumption basis, quarterly.

Total Quarterly Payment = EQI + API Consumption Cost on actual basis

- c) 100% payment of EQI for first quarter of O & M (during the SLA Holiday period) shall be paid to selected bidder.
- d) Payment of last quarter of the O&M will be dependent upon successful completion (sign off) of exit management.

13. Change Management

13.1. Introduction

Jammu & Kashmir Development Financial Corporation (JKDFC) acknowledges that the project implementation and subsequent Operation & Maintenance (O&M) phase may necessitate changes driven by evolving policy and non-policy level requirements. JKDFC recognizes that such changes may require modifications to the implemented software, underlying processes, and potentially carry financial implications. To effectively manage these potential changes and ensure project success, a robust and clearly defined Change Control Procedure is essential. This clause outlines the Change Management framework that will govern the project throughout its lifecycle.

13.2. Change Control Procedure

The following will be steps of Change Control Procedure:

1. Change Requests (CRs) may be initiated by JKDFC via a Change Request, capturing requirement, CR ID, date, requester, description, impact and is shared with the OEM/ SI. Configuration/ parameterization changes do not qualify as CRs.
2. JKDFC reviews the Change Note received from the OEM/ SI, which includes detailed scope, effort/cost breakdown, & acceptance criteria, and approves or rejects CRs within 15 working days. If CRs are rejected, JKDFC will not bear any costs for the preparation of the Change Control Note.
3. Upon JKDFC's approval, the OEM /SI implements changes as per the approved CCN to ensure standardized deployment, minimize service disruptions, resolve defects post-UAT, and train JKDFC staff. Final approval to Go-Live is granted after UAT sign-off by JKDFC.
4. CR will be closed after the successful deployment, and OEM/ SI will be eligible to raise an invoice against the CR.

13.3. Change Control Note (CCN) Template

Change Control Note	CCN Number:
Part A: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
Type of Change Request:	
1. Policy, Laws, Acts, Regulations etc. Related	

Change Control Note		CCN Number:	
2. Non-policy related (To include reason for change and appropriate details /specifications. Identify any attachments as A1, A2, and A3 etc.)			
Authorized by JKDFC		Date:	
Name:			
Signature:			
Received by the OEM /SI		Date:	
Name:			
Signature:			
Change Control Note		CCN Number:	
Part B: Evaluation			
OEM / SI must justify why the CR falls outside the original scope (e.g., references to SRS clauses); Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.			
Brief Description of Solution:			
Impact:			
Include Functional Specification and Technical Specification documents			
Deliverables:			
Implementation Schedule:			
Charges for Implementation:			
(Including a schedule of payments)			
Other Relevant Information:			
Integration Test Plan, System Test Plan, Performance Test Plan, UAT plan & Test Cases for the change Training Requirements			
Authorized by the OEM /SI		Date:	
Name:			
Signature:			
Change Control Note		CCN Number:	
Part C: Authority to Proceed			
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)		Approved Rejected Requires Further Information (As follows, or as Attachment 1 etc.)	
For JKDFC's Director		For the OEM /SI	
Signature		Signature	

Change Control Note		CCN Number:	
Name		Name	
Title		Title	
Date		Date	

14. Exit Management

14.1. Effectiveness of the Exit Management Plan

The Exit Management Plan ("Plan") shall become effective **90 days** prior to the expiration or termination of the Contract. The primary objective is to ensure the seamless transfer of all activities, responsibilities, and deliverables managed by the OEM/SI to the successor OEM /SI or JKDFC. This transition shall include, but not be limited to, comprehensive knowledge transfer ("KT"), updated documentation, credentials, access rights, licenses (if any), and operational handover. The OEM/SI shall provide full knowledge transfer at no additional cost to JKDFC; this KT shall cover the entire contractual scope and may extend for up to sixty (60) days post-expiration /termination as per agreed payment terms for the extended period.

14.2. Transition Requirements

The Plan shall include:

1. The selected bidder shall implement a structured action plan for transferring activities, logs, all data (related to loans, accounting, customers etc.), reports, and updated documentation. In the case of third-party products, the detailed transfer plan, including all relevant information such as licenses, credentials, customized code (with validity and keys), shall be shared with the JKDFC.
2. A methodology for KT, transition team structure, and a timetable.
3. The selected bidder to conduct annual reviews of the Exit Management Plan and incorporate all the changes such as operational, technological changes, etc. Updated Exit Management Plan to be submitted at the end of every year during the O&M period.

14.3. Terms and Conditions

1. The outgoing OEM /SI shall continue fulfilling all contractual obligations during the transition.
2. The transition governs the transfer of services before contract expiry or termination and is binding on both parties, with associated entities required to comply with obligations.
3. The outgoing OEM /SI must grant JKDFC full access to operational data, employees, and facilities for knowledge transfer and provide all project-related information, including subcontractor details.
4. Updated records (e.g., processes, subcontracts, service data etc.) must be submitted to JKDFC at the start of the Exit Management period.

5. Post-transition, JKDFC's confidential information must be returned or destroyed, with no copies retained.
6. Employee lists of OEM / SI dedicated to the project must be disclosed, adhering to privacy laws.
7. The OEM /SI must cooperate with JKDFC to conduct joint workshops or training sessions for transitioning employees, ensuring minimal disruption to morale and service quality.
8. Both Parties must ensure compliance with the Exit Management Plan.
9. A draft Exit Management Plan must be submitted to JKDFC within twelve (12) months after Go-Live, including transfer process details, continuity measures, and communication strategies with stakeholders to mitigate disruptions.

15. Annexures

15.1. Annexure 1 - Compliance Sheet

The documents referenced in this compliance sheet, together with this form, shall constitute an integral part of the bidder's proposal.

#	Basic Requirement	Provided	Reference & PageNumber
1.	Covering Letter	Yes / No	
2.	General Requirements	Yes / No	
3.	Registered Legal Entity	Yes / No	
4.	GRF Rule 144 (xi)	Yes / No	
5.	EMD	Yes / No	
6.	Letter of authorization	Yes / No	
7.	Years in Operation	Yes / No	
8.	Turnover of the Company from similar projects	Yes / No	
9.	Experience	Yes / No	
10.	Non-Blacklisting / Debarment by Govt.	Yes / No	

15.2. Annexure 2 - Bid Proposal Covering Letter

<On letterhead of Bidder>

Dated: xx/xx/2025

To:

The Managing Director
Jammu & Kashmir Development Finance Corporation Ltd.
Ground Floor, Jawahar Lal Nehru Udyog Bhawan
Railhead Complex, Jammu, UT of Jammu & Kashmir, 180012

Reference: RFP no. XXXXX: Selection of an OEM /SI for the Supply, Customization, Deployment, Operation, and Maintenance of the Loan Lifecycle Management and General Accounting Systems for the Jammu & Kashmir Development Financial Corporation.

Subject: Submission of Proposal to JKDFC for the Supply, Customization, Deployment, Operation, and Maintenance of the Loan Lifecycle Management and General Accounting Systems

Dear Sir /Ma'am

Having carefully examined the Request for Proposal (RFP) documents, the receipt and understanding of which are hereby acknowledged, **<Company Name>**, hereinafter referred to as "the Bidder," submits this proposal for the Supply, Customization, Deployment, Operation & Maintenance of the Loan Lifecycle Management System and General Accounting System for Jammu & Kashmir Development Financial Corporation (JKDFC), in accordance with the specifications and requirements set forth in the aforementioned RFP.

This proposal, including the Technical Bid, Financial Bid, and the required EMD in accordance with the RFP, is submitted as our formal response to the Request for Proposal. The Bidder hereby offers to provide the services as detailed in this proposal and the RFP documents.

In the event that this proposal is accepted, the Bidder undertakes to adhere to the implementation plan for the Supply, Customization, Deployment, Operation & Maintenance of the Loan Lifecycle Management System and General Accounting System for JKDFC, encompassing the phases of Design, Development, Implementation, Change Management, Training, and Operation & Maintenance.

Upon acceptance of this proposal, the Bidder shall furnish a Performance Bank Guarantee, in the format prescribed in the RFP, issued by a commercial bank in India acceptable to JKDFC, in an amount equivalent to five percent (5%) of the total contract value as quoted in the Financial Bid, as security for the due performance of the contract.

The Bidder unconditionally accepts all terms and conditions stipulated in the RFP documents and agrees to be bound by this bid response for a period of one hundred and fifty (150) days

from the final bid submission date. This bid response shall remain valid and binding upon the Bidder during this period. Pending the execution of a formal contract, the RFP, this bid response, and JKDFC's written notification of award shall constitute a binding agreement between the Bidder and JKDFC.

The Bidder warrants that all information contained in this proposal, including exhibits, schedules, and other documents and instruments delivered or to be delivered to JKDFC, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements herein do not, in whole or in part, mislead JKDFC as to any material fact.

The Bidder acknowledges that JKDFC is not obligated to accept this, or any other bid response received.

The Bidder agrees that JKDFC may, with mutual consent and for justifiable reasons, reject all or any of the products or services specified in this bid response.

The undersigned hereby confirms that they are duly authorized to act on behalf of **<Company Name>** and are empowered to execute this document, as well as any other documents required in connection with this bid process.

Dated this.....Day of <month> <year>

Yours Sincerely,

Signature of Authorized Signatory.....

Name and Title of Signatory.....

Name of Company.....

Address of Company.....

15.3. Annexure 3 - Requirement Compliance Form

- a) Bidders are required to fill 'Requirement Compliance Form' provided separately as excel spreadsheet along with this RFP and mandatorily submit along with Technical Proposal.
- b) The 'Requirement Compliance Form' covers the functional requirements for the solution. The bidders are expected to fill 'Bidder's response' column.
- c) In 'Bidder's response' column, the bidders can either mark "Readily Available" or "Can be developed".
- d) The bidder must develop the functional requirement before going live for which "**Can be developed**" is marked.
- e) The summary sheet summarises the response from bidders under "Readily Available" or "Can be developed". Bidders need to ensure that response to all the functional requirements are provided, failing to which implies the response to RFP is incomplete.

15.4. Annexure 4 - Financial Bid Format

The bidder shall note that the cost of implementation phase shall not exceed 40% of the total financial proposal submitted by the bidder.

A. Implementation Cost

#	Items	Amount
1.	Customization, enhancement, and development cost of Loan Lifecycle Management System	
2.	Customization, enhancement, and development cost of General Accounting System	
3.	Training cost	
4.	Any other (please specify)	

Total Implementation Cost (in numbers) –

Total Implementation Cost (in words) -

B. Operation & Maintenance Cost for a period of 5 years

#	Items	Amount
1.	Technical Support for Loan Lifecycle Management System	
2.	Technical Support for General Accounting system	
3.	Cloud Infrastructure and Services	
4.	Management of Cloud Infrastructure and Services	
5.	Any other (please specify)	

Total Operation & Maintenance Cost (in numbers) –

Total Operation & Maintenance Cost (in words) -

Component	Amount(excluding taxes)	Amount (including taxes)
Implementation Cost		
Operation & Maintenance Cost		
Total Project Cost		

Total Project Cost (in numbers) –

Total Project Cost (in words) -

15.5. Annexure 5 - Bank Guarantee for Earnest Money Deposit (EMD) Format

[Date]

From:

Bank:

To:

AGM(A/c)

Jammu & Kashmir Development Finance Corporation Ltd.

Ground Floor, Jawahar Lal Nehru Udyog Bhawan

Railhead Complex, Jammu, UT of Jammu & Kashmir, 180012

Dear Sir,

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to JKDFC.

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto JKDFC (hereinafter called "the Purchaser") in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed

3. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
4. This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i. Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only
- ii. This Bank Guarantee shall be valid up to <<insert date>>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

Yours faithfully,

For _____ Bank

(Authorized Attorney)

Place: _____

Date:

b)

c)

(Seal of the Bank)

15.6. Annexure 6 - Undertaking for GFR Rule 144 (XI)

(Company letter head)

Tender No. xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Dated: xx/xx/2025

To,

The Managing Director Jammu & Kashmir Development Finance Corporation Ltd.
Ground Floor, Jawahar Lal Nehru Udyog Bhawan
Railhead Complex, Jammu, UT of Jammu & Kashmir, 180012

Subject: Submission of Model Certificate in compliance of Rule 144 (xi) of GFR 2017

Dear Sir/Madam,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered (Registration No.) with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

I have read the clause regarding restrictions on procurement of a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

15.7. Annexure 7 - Performance Bank Guarantee

[Date]

From:

Bank:

To:

AGM (A/c)

Jammu & Kashmir Development Finance Corporation Ltd.

Ground Floor, Jawahar Lal Nehru Udyog Bhawan

Railhead Complex, Jammu, UT of Jammu & Kashmir, 180012

Dear Sir,

1. Whereas JKDFC has issued the notice of award_____ dated_____(hereinafter referred to as the said Letter of Intent or Lol) to M/s_____, hereinafter referred to as the 'OEM/SI' and the OEM/SI has undertaken to produce a Performance Bank Guarantee for 5 % of total Contract value amounting to _____to secure its obligations to the JKDFC. We the _____bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal oblige on behalf of the OEM/SI that, in the event that you declare to us that the services have not been rendered according to the Contractual obligations under the contract between JKDFC and OEM/SI (hereinafter referred to as the said "Contract"), we will pay you forthwith on demand and without demur, all and any sum up to a maximum of Indian Rupee ____ (Indian Rupees ____only). Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We undertake to effect payment forthwith upon receipt of such written demand.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the OEM/SI, indulgence to the OEM/SI by you, or by any alterations in the obligations of the OEM/SI or by any forbearance whether as to payment, time performance or otherwise. Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach (es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, will be valid, binding and conclusive on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
3. This Performance Bank Guarantee shall remain valid till 90 days beyond duration of the Contract.

4. Unless a demand or claim under this Performance Bank Guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this Performance Bank Guarantee is extended by us, all your rights under this Performance Bank Guarantee shall stand forfeited and we shall be discharged from the liabilities hereunder. This Performance Bank Guarantee shall be in addition to and not in substitution or in derogation of any other security held by you to secure the performance of the obligations of our constituent under the Contract.
5. This Performance Bank Guarantee shall be a continuing Performance Bank Guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____ notwithstanding anything contained hereinabove:
 - a. Our liability under this Performance Bank Guarantee shall not exceed and is restricted to Rs. (Indian Rupees _____ only)
 - b. This Performance Bank Guarantee shall remain in force up to and including _____.
 - c. Unless the demand/claim under this Performance Bank Guarantee is served upon us in writing before _____, all the rights of JKDFC under this Performance Bank Guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

Yours faithfully,

For _____ Bank

(Authorized Attorney)

Place: _____

Date:

(Seal of the Bank)

15.8. Annexure 8 - Non-Blacklisting / Debarment Format

(To be submitted on the Letterhead of the Bidder)

Tender No. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Dated: xx/xx/2024

To:

The Managing Director
Jammu & Kashmir Development Finance Corporation Ltd.
Ground Floor, Jawahar Lal Nehru Udyog Bhawan
Railhead Complex, Jammu, UT of Jammu & Kashmir, 180012

Sub: Undertaking on not being blacklisted

Dear Sir,

We confirm that our company is not blacklisted/ convicted in any manner whatsoever by any State Government, Central Government or any other public sector undertaking or a corporation or any other Autonomous organization of Central or State Government as on Bid submission date.

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

Signature:

Name and Title of Signatory:

Name of Firm:

Seal/Stamp of Bidder

15.9. Annexure 9 – OEM's Authorization form

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

Tender No. xxxxxxxxxxxxxxxxxxxxxxxxxxxx

To,

The Managing Director
Jammu & Kashmir Development Finance Corporation Ltd.
Ground Floor, Jawahar Lal Nehru Udyog Bhawan
Railhead Complex, Jammu, UT of Jammu & Kashmir, 180012

Dear Madam/Sir,

Sub: RFP for supply, customization, deployment, operations & maintenance of Loan Lifecycle Management system and General Accounting system for Jammu & Kashmir Development Finance Corporation Ltd.

We, _____(OEM) who are established and reputed manufacturers/producer of _____(Product/service name) having office at _____and Confirms that, M/s _____ (Name and address of the bidder) herein after referred as "Partner" to submit a Bid and sign the contract with you against the above Bid Invitation. We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above Organization against this Bid Invitation. The partner is authorized to do the following:

a) Resell and/or distribute (OEM) products and/or services in India to end users within that Territory

b) Bid, negotiate and conclude a contract for the above products/services supplied/developed by _____(OEM).

_____(OEM) will, within the scope of its agreement with its authorized channels, provide product warranty services and support for _____(Product/service name) obtained through its authorised channels for the period mentioned in the RFP referred above.

_____(Name of OEM) certify that, the product/service being sold would not be declared End of Sale in the next 3 Years and End of Support in the next 8 years that _____(Name of OEM) shall supply suitable substitute in case End of Support of product/service. Also, _____(Name of OEM) certifies that the products being sold would be covered under Warranty and provide support (highest level premium support available with the OEM).

If you need any additional information, please contact Mr./Ms. _____at _____(Mobile no.) or _____(email ID).

Place:

Date:

Seal and signature of the OEM

15.10. Annexure 10 – Draft Master Service Agreement

THIS MASTER SERVICE AGREEMENT (this “**Agreement**”) is executed on this ____ day of _____, two thousand and _____ (Year), at _____, India.

BETWEEN:

Jammu and Kashmir Development Finance Corporation (JKDFC), a company duly incorporated under the laws of India, having its registered office at **Ground Floor, Jawaharlal Nehru Udyog Bhawan, Rail Head Complex, Jammu, India** (hereinafter referred to as the “**Purchaser**”, which expression shall, unless repugnant to the context, include its successors, permitted assigns, and legal representatives);

AND

<*>**, a company incorporated under the _____ Act, **<Year>**, having its registered office at **<***>** (hereinafter referred to as the “**Original Equipment Manufacture /Service Integrator**” or “**OEM /SI**”, which expression shall, unless repugnant to the context, include its successors, permitted assigns, and legal representatives).

The Purchaser and the OEM /SI are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- i. The Purchaser is desirous of implementing the “**Loan Lifecycle Management System and General Accounting System**” (the “**Project**”) to modernize operational efficiency, enhance public service delivery, and ensure compliance with statutory obligations through technology-enabled solutions.
- ii. In furtherance of the Project, the Purchaser initiated a transparent and competitive bidding process in accordance with applicable procurement guidelines and issued a **Request for Proposal (RFP)** dated **<***>** (the “**RFP**”), inviting eligible bidders to submit proposals for the selection of an OEM/ SI.
- iii. The OEM/ SI, having participated in the bidding process, was declared the successful bidder based on its technical and financial merits as detailed in **Annexure <>** (Bid Response) to this Agreement. The OEM/ SI is thereby entrusted with the end-to-end implementation, operational rollout, and sustained maintenance of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby agree as follows:

I. Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out below:

1. **Adverse Effect:** A material adverse effect on:
 - (a) the OEM /SI ability to exercise its rights or perform its duties and obligations under this Agreement; and/or
 - (b) the legal validity, binding nature, or enforceability of this Agreement."
2. **"Agreement means"** this Master Services Agreement, including the Service Level Agreement, Non-Disclosure Agreement, all Articles, Annexures, Schedules, and the contents and specifications of the RFP.
3. **"Effective Date"** means the date on which the last Party signs this Agreement.
4. **"Force Majeure"** means an event or circumstance that:
 - (a) is unforeseeable, beyond the reasonable control of the affected Party, and not caused by its fault or negligence;
 - (b) prevents or delays the performance of obligations under this Agreement; and
 - (c) includes, but is not limited to:
 - (i) Acts of war, terrorism, civil unrest, riots, or insurrection;
 - (ii) Natural disasters (e.g., earthquakes, floods, fires, epidemics, pandemics);
 - (iii) Government actions in sovereign capacity (e.g., embargoes, sanctions, quarantine restrictions);
 - (iv) Cyberattacks or infrastructure failures beyond the Parties' control;
 - (v) Any other act of God.
5. **"Work Order"** means a written order issued by Jammu & Kashmir Development Financial Corporation (JKDFC) or its authorized representative, detailing specific tasks, timelines, and deliverables under this Agreement.
6. **"Month"** means a Gregorian calendar month, unless explicitly stated otherwise.
7. **"Project"** means the development, implementation, and maintenance of the **Loan Lifecycle Management System and General Accounting System for JKDFC**, including software customization, integration with existing systems, user training, and post-implementation support.
8. **"Proposal"** means the technical and financial proposal submitted by the OEM /SI in response to the Request for Proposal (RFP) dated <***>, including all clarifications, amendments, and attachments thereto.
9. **"Resource(s)"** means the qualified personnel (e.g., developers, project managers, support staff) deployed by the OEM /SI under this Agreement, as specified in the RFP.

10. **"Resource Base Location"** means the physical or virtual location(s) from which the Resources perform the Services, as mutually agreed by both parties.
11. **"Services"** means the obligations of the OEM /SI under Scope of work, including but not limited to software development/ customization, system integration, maintenance, troubleshooting, and reporting.
12. **"Term"** means the duration of this Agreement, commencing on the Effective Date and continuing until completion of the Project or termination as per Clause Term, whichever occurs earlier.
13. **Applicable Law(s):** Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bylaw, approval, directive, guideline, policy, requirement, or other governmental restriction or similar decision applicable to the relevant party, effective as of the execution date of this Agreement and throughout its term, applicable to the Project.
14. **Business Hours:** The Purchaser's working hours are from 9:30 AM to 6:30 PM. However, for web servers and other components facilitating the Purchaser's web portals, operational hours are 24/7. IT maintenance and batch processes (e.g., backups) should be scheduled to minimize performance impact.
15. **Confidential Information:** All information, including Purchaser Data (in written, oral, electronic, or other formats), related to technical, financial, and business affairs; dealers; suppliers; products; developments; operations; processes; data; trade secrets; design rights; know-how; plans; budgets; and personnel of each Party and its affiliates, disclosed or learned in connection with this Agreement. Information explicitly marked as 'confidential' or, if disclosed orally, identified as confidential at the time of disclosure and confirmed in writing within 15 days, constitutes 'Confidential Information'.
16. **Deliverables:** refers to the products, infrastructure, and services that the OEM /SI is obligated to provide under this Agreement, as detailed in the RFP, including but not limited to the Implementation and Maintenance phases. This includes all associated documentation, such as user manuals, technical manuals, design, process and operational manuals, service mechanisms, and policies (including those related to security, data migration, payments, and other procedural aspects), as well as the customization code and all modifications thereof.

II. Term

1. This Agreement shall remain valid for the period specified in the RFP. Any extension beyond the initial term shall be subject to mutual agreement between the Parties on terms and conditions agreed upon in writing.
2. Unless extended pursuant to above mentioned clause through a written agreement between the Parties, this Agreement shall automatically expire at the end of the initial term.

III. Scope of Work ("Services")

1. Jammu & Kashmir Development Financial Corporation (JKDFC) hereby appoints and engages <Name of OEM /SI> to perform the Services as detailed in **section 8: Scope of Work** of the RFP. The OEM/ SI shall undertake and execute such Services in accordance with the terms and conditions of this Master Service Agreement (MSA).
2. The primary mode of communication between JKDFC and the selected OEM/SI shall be email, unless otherwise mutually agreed in writing. Likewise, all document sharing, including deliverables, shall primarily be in soft copy format unless an alternative arrangement is mutually agreed upon.
3. For the detail scope of work for OEM/SI, please refer to **section 8 8: Scope of Work** of the RFP

IV. Terms of Payment

The contact value of the project is INR _____ (in words, INR_____).

In consideration of the Services provided under this Agreement, and subject to the terms and conditions herein, Jammu & Kashmir Development Financial Corporation (JKDFC) shall compensate the OEM /SI in accordance with the Payment Terms specified in **section 12 12: Payment Terms** of the RFP. All payments shall be made as per the defined milestones, deliverables, and invoicing procedures outlined in **section 12: Payment Terms Payment Terms** of the RFP.

V. Service Levels

The service levels shall be applicable as per **section 11: Service Levels** of the RFP.

VI. Timelines, Milestones and Deliverables

The timelines, milestones & deliverables for the project for both implementation and O&M phase are applicable as per **section 10: Implementation Plan** of the RFP.

VII. Change Control

Change control for the project is applicable as defined in **section 1313: Change Management** of the RFP.

VIII. Exit management

Exit management for the project is applicable as defined in **section 1414: Exit Management** of the RFP.

IX. Roles & Responsibilities

The roles and responsibilities of Jammu & Kashmir Development Financial Corporation (JKDFC) and the OEM /SI shall be as defined in the **section 10.310.3: Responsibility Matrix** of the RFP.

X. Force Majeure

1. The OEM /SI shall not be held liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure, as defined in **Clause I, Subsection 4** of this Agreement. However, OEM /SI shall make all reasonable efforts to continue performing its obligations to the extent that it is reasonably practicable.
2. The failure of either Party to fulfil any of its obligations under this Agreement shall not be considered a breach or default if such failure is directly caused by an event of Force Majeure, provided that the affected Party:
 - (a) Has taken all reasonable precautions, due care, and alternative measures to mitigate the impact of the event, and
 - (b) Continues to make reasonable efforts to fulfil its obligations under this Agreement.
3. Measures to be Taken in Case of Force Majeure:
 - (a) The affected Party shall take all reasonable measures to overcome or minimize the impact of the Force Majeure event and resume performance of its obligations as soon as possible.
 - (b) The affected Party shall notify the other Party in writing of the occurrence of a Force Majeure event as soon as possible, but no later than five (5) days from the occurrence of such an event. The notice shall include sufficient evidence of the nature and cause of the event. Similarly, the affected Party shall notify the other Party as soon as normal conditions are restored.

XI. Confidentiality

1. Each Party acknowledges that, during the performance of this Agreement, it may receive, have access to, or be provided with proprietary and confidential information of the other Party ("Confidential Information"), whether disclosed orally, visually, or in tangible form. Confidential Information includes, but is not limited to, business, technical, or financial information, all correspondence, documentation, and any other information exchanged between the Parties in relation to the Services under this Agreement. Such information shall only be disclosed to the respective officers, employees, or representatives of each Party on a need-to-know basis.
2. The Party receiving such information ("Receiving Party") shall use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. The Receiving Party shall take all reasonable measures to safeguard such information and prevent unauthorized disclosure to any third party.
3. Neither Party shall be liable for breach of confidentiality in relation to any information that:
 - (a) It is already publicly available at the time of disclosure or becomes publicly available through no fault or negligence of the Receiving Party;
 - (b) Was lawfully in the possession of the Receiving Party prior to its disclosure under this Agreement; or

- (c) It is independently developed by the Receiving Party without reliance on or reference to the Confidential Information of the other Party.
- 4. Confidential Information shall not include information that is lawfully acquired by the Receiving Party without any confidentiality obligations or restrictions. If the Receiving Party is required to disclose Confidential Information pursuant to any governmental, regulatory, or judicial order, it shall provide prompt written notice to the Disclosing Party (where legally permissible) and use reasonable efforts to ensure that such disclosure receives confidential treatment or allows the Disclosing Party to seek a protective order or other appropriate remedy.
- 5. Upon expiration or termination of this Agreement, for any reason:
 - (a) Each Party shall return, destroy, or permanently delete all Confidential Information of the other Party, including any copies, except as required by applicable laws or for record-keeping purposes.
 - (b) The confidentiality obligations set forth in this Agreement shall survive for a period of **12 months** post-termination or expiration, ensuring continued protection of sensitive information.
- 6. Data Protection and Cybersecurity
 - (a) The Parties shall implement appropriate technical, administrative, and organizational security measures to safeguard Confidential Information against unauthorized access, loss, or disclosure.
 - (b) The OEM /SI shall comply with all applicable data protection laws and cybersecurity regulations, including but not limited to the Information Technology Act, 2000, and rules thereunder.
 - (c) Any data breach or security incident affecting JKDFC's Confidential Information must be reported by the OEM/SI within **one (02)** hours of detection, along with remediation measures taken.
 - (d) All Confidential Information stored electronically must be encrypted and protected using industry-standard security protocols.
- 7. A Non-Disclosure Agreement (NDA) shall be executed between **<Name of OEM/SI>** and JKDFC to further govern the obligations of confidentiality under this Agreement.

XII. Intellectual Property Rights

- 1. All documents, materials, software (customized code), data, reports, designs, and deliverables (collectively, "Deliverables") created, developed, or submitted by the OEM /SI in connection with the performance of the Services under this Agreement shall vest exclusively in and remain the sole and irrevocable property of the Jammu & Kashmir Development Financial Corporation ("JKDFC").
- 2. Except as expressly set forth herein, neither Party shall acquire any right, title, or interest in the pre-existing intellectual property ("Background IP") of the other Party by virtue of this Agreement. For clarity, Background IP includes but is not limited to proprietary software,

trademarks, methodologies, tools, or processes owned or licensed by either Party prior to the Effective Date of this Agreement.

3. No Party shall use, reproduce, or exploit the other Party's intellectual property (including Background IP and trademarks) without the prior written consent of the owning Party. Any unauthorized use shall constitute a material breach of this Agreement.
4. The OEM /SI represents and warrants that:
 - (a) The Deliverables shall not infringe on any third-party intellectual property rights;
 - (b) It has obtained all necessary licenses or permissions for Background IP incorporated into the Deliverables.
 - (c) OEM /SI shall indemnify and hold JKDFC harmless against any claims, damages, or liabilities arising from breaches of this Clause.

XIII. Communication of Notice

1. All notices, demands, or communications ("Notice") required or permitted under this Agreement shall be in writing in the English language and deemed duly served if:
 - (a) Personally delivered to the authorized representative of the receiving Party;
 - (b) Sent by registered post with acknowledgment due to the address specified in Clause IX, subclause 2; or
 - (c) Transmitted via email with a read receipt or delivery confirmation to the designated email addresses in Clause IX, subclause 2, provided such email is retained in permanent, uneditable format (e.g., PDF).
 - (d) Either Party serves notice through additional means (e.g., courier, fax) mutually agreed in writing.
 - (e) Either Party may update its address or designated email for Notices by providing the other Party with a written Notice of the new details, effective five (5) business days after receipt.
2. The addresses and designated representatives for the service of Notice shall be as follows:

To the OEM /SI (Successful Bidder):

<Name of Successful Bidder>

<Name and Designation of Authorized Representative>

<Registered Office Address>

<Email Address>

To JKDFC:

The Managing Director

Jammu & Kashmir Development Financial Corporation (JKDFC)

Ground Floor, Jawaharlal Nehru Udyog Bhawan,

Rail Head Complex, Jammu – 180012

3. Notice shall be deemed effective and duly delivered:
 - (a) Upon physical receipt, if hand delivered.
 - (b) On the seventh (7th) business day after posting, if sent by registered post; or
 - (c) Upon confirmation of successful transmission (e.g., read receipt or automated reply), if sent via email.
4. If a Notice is undeliverable due to incorrect contact details provided by the receiving Party, the sending Party shall be deemed to have fulfilled its obligation upon attempting delivery through the last-known valid address or email.

XIV. Indemnity

1. Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party ("Indemnified Party"), its officers, directors, employees, and agents, from and against all losses, damages, liabilities, costs, claims, demands, or expenses (including reasonable legal fees) arising out of or in connection with:
 - (a) Any third-party claim alleging breach of this Agreement by the Indemnifying Party;
 - (b) Negligence, wilful misconduct, or violation of applicable laws by the Indemnifying Party; or
 - (c) Infringement of third-party intellectual property rights by deliverables or services provided under this Agreement.
2. The Indemnifying Party's obligations under Clause X, subclause 1 shall not apply to the extent such losses or claims are finally adjudicated by a court of competent jurisdiction to have resulted primarily from:
 - (a) The fraud, bad faith, or intentional wrongful acts of the Indemnified Party; or
 - (b) The Indemnified Party's failure to mitigate losses after becoming aware of the claim.
3. The Indemnified Party shall:
 - (a) Promptly notify the Indemnifying Party in writing of any claim, providing details and cooperation.

- (b) Permit the Indemnifying Party to control the defence and settlement of such claim, provided such settlement does not impose liability or admission of fault on the Indemnified Party without prior consent.
- 4. The obligations under this Clause shall survive the termination or expiration of this Agreement for a period of one (1) year.
- 5. The Parties acknowledge that this indemnification reflects a fair allocation of risk inherent to the Services and is essential to the financial viability of this Agreement.

XV. Limitation of Liability

- 1. It is mutually agreed that in the event of any acts or omissions, including negligence, fraud, or willful misconduct, attributable to or committed by the Resources (including personnel, agents, or subcontractors) deployed or assigned to the Purchaser's location, JKDFC and <<Name of OEM/SI>> ("Parties") shall promptly negotiate in good faith to resolve such issues and mitigate damages.
- 2. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other under this Agreement for any consequential, indirect, special, incidental, punitive, or exemplary losses, damages, or expenses (including but not limited to loss of profits, loss of contracts, corruption or loss of data, reputational harm, diminution of goodwill, or opportunity costs), regardless of whether such liability arises in contract, tort (including negligence), strict liability, or otherwise, even if the affected Party has been advised of the possibility of such damages.
- 3. The limitations in this Clause shall not apply to:
 - (a) Liability arising from fraud, gross negligence, or wilful misconduct;
 - (b) Breaches of confidentiality obligations;
 - (c) Claims under indemnification provisions;
 - (d) Any liability that cannot lawfully be limited under applicable statutes or regulations.
- 4. Unless otherwise mandated by law, the total aggregate liability of either Party under this Agreement shall not exceed the total fees paid / payable under this Agreement.

XVI. Completeness and Accuracy

- 1. Jammu & Kashmir Development Financial Corporation (JKDFC) and the OEM /SI (collectively, the "Parties") acknowledge that the services and deliverables under this Agreement are contingent upon the accuracy, completeness, and reliability of the information, materials, and instructions provided by either Party to the other. Each Party expressly warrants that all such information, materials, or instructions furnished to the other Party shall be accurate, complete, current, and free from material omissions or misleading representations.

2. Each Party shall indemnify, defend, and hold harmless the other Party from and against any and all liabilities, penalties, costs, losses, damages, expenses (including reasonable attorneys' fees), causes of action, claims, or judgments arising directly or indirectly from:
 - (a) Any breach of the warranties.
 - (b) Reliance on inaccurate, incomplete, or misleading information, materials, or instructions supplied by the indemnifying Party.
3. The indemnification obligations under this Clause shall not apply to liabilities arising from:
 - (a) The indemnified Party's gross negligence, fraud, or wilful misconduct.
 - (b) Modifications to materials or instructions by the indemnified Party without the indemnifying Party's prior written consent.
4. The indemnified Party shall promptly notify the indemnifying Party of any claim subject to indemnification and provide reasonable assistance for its defense. Failure to notify shall not relieve indemnification obligations unless the indemnifying Party is materially prejudiced thereby.

XVII. Jurisdiction

1. This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.
2. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its interpretation, breach, termination, or validity, shall be subject to the exclusive jurisdiction of **the High court of Jammu & Kashmir and Ladakh**.

XVIII. Dispute Resolution

1. Jammu & Kashmir Development Financial Corporation (JKDFC) and the OEM /SI (collectively, the "Parties") agree to resolve all disputes arising under this Agreement equitably, in good faith, and through reasonable efforts. The Parties shall:
 - (a) Promptly disclose all relevant facts, information, and documents;
 - (b) Escalate unresolved disputes to senior executives or authorized officers within 07 days;
 - (c) Continue performing obligations under this Agreement during negotiations.
2. If a dispute cannot be resolved amicably within [30] days of escalation, it shall be referred to binding arbitration as follows:
 - (a) Appointment of Arbitrator: The Parties shall mutually appoint a sole arbitrator. If no agreement is reached within 15 days, the arbitrator shall be appointed by a neutral institution, or, if none is specified, by the Chairperson of JKDFC.

- (b) Governing Law: Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 (including amendments).
 - (c) Venue & Language: Proceedings shall be held in Jammu/ Srinagar, Jammu & Kashmir, in the English language.
 - (d) Award: The arbitrator's decision shall be final, binding, and enforceable in courts of competent jurisdiction.
3. Pending arbitration or resolution, both Parties shall continue fulfilling their obligations under this Agreement, without prejudice to final adjustments based on the arbitrator's award.
4. Each Party shall bear its own costs, unless the arbitrator determines otherwise due to frivolous claims or bad faith.

XIX. Miscellaneous Provisions

1. Affirmation:

The Parties hereby represent, warrant, and covenant that neither they, nor their directors, employees, agents, or representatives, have engaged, or shall engage, directly or indirectly, in any unlawful act, including but not limited to the payment of any commission, bribe, payoff, kickback, or any other form of corrupt inducement, in connection with the execution or performance of this Agreement. Furthermore, the Parties affirm that they have not, in any manner whatsoever, made or offered to make any such payments, whether in Indian currency or foreign currency, and whether in India or abroad, including but not limited to gifts or presents, for the purpose of securing this Agreement. The Parties expressly undertake not to engage in any such or similar acts during the Term of this Agreement.

2. Third-Party Rights:

This Agreement is intended solely for the benefit of the Parties hereto. This Agreement is for the sole and exclusive benefit of the Parties hereto and shall not confer any rights, remedies, obligations, or liabilities upon any third party, whether by way of contract, tort, statute, or otherwise. No third party shall have any right to enforce or rely on any provision of this Agreement unless expressly stated herein, nor shall any third party have any right to enforce any provision of this Agreement.

3. Modifications and Amendments:

The Parties agree that any modification, amendment, or variation to this Agreement shall be made only through mutual agreement, duly recorded in writing. No such modification, amendment, or variation that results in financial implications shall be effective unless approved in writing through a formal addendum signed by the authorized signatories of both Parties. Any reference to this Agreement shall be construed to include such amendments, variations,

modifications, or supplements as may be made from time to time in accordance with this clause.

4. Severability and Renegotiation:

If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction or an arbitral tribunal, such declaration shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall continue in full force and effect as if the invalid or unenforceable provision had never been included. In such an event, the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that closely reflects the original intent and purpose of the Agreement.

Additionally, the Purchaser (JKDFC) reserves the right to extend the project on mutually agreed terms, subject to conditions acceptable to both Parties.

5. Relationship Between the Parties:

Nothing in this Agreement shall be construed as creating a partnership, joint venture, association, fiduciary relationship, or any other form of legal relationship between the Parties, other than that of independent contracting entities. Neither Party shall have any authority to bind, represent, or act on behalf of the other Party in any manner except as expressly provided herein.

6. Survival:

Any provisions of this Agreement that, by their nature or explicit intent, are meant to survive the expiration or termination of this Agreement shall continue in full force and effect following such expiration or termination. This includes, but is not limited to, provisions relating to confidentiality, indemnification, dispute resolution, and limitations of liability.

7. No Waiver:

No waiver of any provision of this Agreement shall be effective unless made in writing and duly executed by the authorized representatives of the waiving Party. Failure or delay by either Party in exercising any right, power, or remedy shall not constitute a waiver, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof. Furthermore, any single or partial exercise of any right, power, or remedy shall not preclude the further exercise of such right, power, or remedy, nor shall it preclude the exercise of any other right, power, or remedy available under this Agreement or applicable law.

8. Entire Agreement:

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior agreements, understandings, negotiations, and

communications, whether oral or written. No representations, warranties, promises, or inducements not expressly set forth herein shall be binding on either Party.

XX. Termination

1. Termination by JKDFC:

JKDFC may terminate this Agreement under the following conditions by providing the OEM /SI at least fifteen (15) days' prior written notice:

- (a) Force Majeure: If the OEM /SI is unable to perform the Services due to Force Majeure (e.g., natural disasters, war, or government actions) for a continuous period exceeding thirty (30) days.
- (b) Material Breach by OEM /SI: If the OEM /SI materially breaches its obligations under this Agreement and fails to remedy such breach within thirty (30) days (or a longer period approved in writing by JKDFC) after receiving written notice specifying the breach.

2. Termination by the OEM /SI:

The OEM /SI may terminate this Agreement under the following conditions by providing JKDFC at least thirty (30) days' prior written notice:

- (a) Force Majeure: If the OEM /SI is unable to perform the Services due to Force Majeure for a continuous period exceeding thirty (30) days.
- (b) Material Breach by JKDFC: If JKDFC materially breaches its obligations (e.g., non-payment, delayed approvals) and fails to remedy the breach within sixty (60) days (or a longer period approved in writing by the OEM /SI) after receiving written notice.
- (c) Non-Payment: If JKDFC fails to pay undisputed invoices within sixty (60) days of receiving written notice of overdue payment.

3. Mutual Obligations Post-Termination

- (a) Survival Clauses: Confidentiality, indemnification, and dispute resolution obligations shall survive termination.
- (b) Final Settlement: A joint audit shall be conducted within 45 days to reconcile payments, deliverables, and liabilities.

XXI. Resource(s) Deployed for the Project

1. Deployment Responsibility:

During the implementation phase of the Project, the deployment and management of Resource(s) shall be the sole responsibility of the OEM /SI. The OEM /SI shall ensure that all deployed Resource(s) possess the requisite qualifications, certifications, skills, and

domain expertise necessary for the successful execution of the Project. The OEM /SI shall also be responsible for conducting background verification, competency assessments, and compliance with applicable labor laws before deployment.

2. Performance Monitoring:

JKDFC shall have the right to periodically review and assess the performance of the OEM /SI and its deployed Resource(s). The OEM /SI shall promptly address any concerns or deficiencies highlighted during such reviews. The OEM /SI shall be obliged to provide the necessary reports, updates, and documentation as required by JKDFC to facilitate such reviews. JKDFC may provide feedback and recommendations to OEM /SI based on the progress and performance of the deployed Resource(s).

3. Replacement of Resource(s):

In the event that JKDFC identifies performance deficiencies in any deployed Resource(s), JKDFC shall notify the OEM /SI and provide relevant performance details for a joint review. If, after such a joint review, both Parties mutually determine that replacement is necessary, the OEM /SI shall initiate and complete the replacement process within a reasonable timeframe, not exceeding seven (7) days, unless otherwise agreed in writing by both Parties. The replacement Resource(s) shall possess equal or higher qualifications and expertise to ensure seamless continuity of the Project.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and agree to be bound by its terms and conditions. This Agreement has been signed by their respective duly authorized representatives on this _____ day of _____, 2024, in accordance with the applicable laws and corporate authorizations.

For OEM /SI

For and on behalf of JKDFC

Name: <>

Name: Dr. Kajal

Designation: <>

Designation: Managing Director

Date:

Date:

Place: Jammu

Place: Jammu

Witnessed by:

1.

2.

Witnessed by:

1.

2.

Enclosed:

Copy of the RFP;

A copy of the received bid (proposal)

XXII. Non- Disclosure Agreement

THIS AGREEMENT is made on this ____ day of _____, two thousand and ____ (Year), at _____, India.

BETWEEN:

Jammu and Kashmir Development Finance Corporation (JKDFC), a company duly incorporated under the laws of India, having its registered office at **Ground Floor, Jawaharlal Nehru Udyog Bhawan, Rail Head Complex, Jammu, India** (hereinafter referred to as the "Purchaser", which expression shall, unless repugnant to the context, include its successors, permitted assigns, and legal representatives);

AND

<_____, a company incorporated under the _____ Act, <Year>, having its registered office at _____> (hereinafter referred to as the "**Original Equipment Manufacturer/Service Integrator**" or "**OEM /SI**", which expression shall, unless repugnant to the context, include its successors, permitted assigns, and legal representatives).

The Purchaser and the OEM /SI are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

1. Purchaser is desirous to implement the project of Loan Lifecycle Management System and General Accounting System project.
2. The Purchaser and OEM /SI have entered into a Master Services Agreement dated <***> (the "MSA") as well as a Service Level Agreement dated <***> (the "SLA") in furtherance of the Project.
3. Whereas in pursuing the Project (the "Business Purpose"), a Party ("Disclosing Party") recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the other Party ("Receiving Party").
4. Whereas such Confidential Information (as defined hereinafter) belongs to the Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

Scope of the agreement

1. This Agreement shall apply to all confidential and proprietary information disclosed by the Disclosing Party to the Receiving Party, including any information that the Disclosing Party identifies in writing or otherwise as confidential before or within thirty (30) days after disclosure ("Confidential Information"). Such Confidential Information may include, but is not limited to, specifications, documents, software, prototypes, technical information, business methodologies, financial data, trade secrets, and any copies, reproductions, modifications, or derivatives thereof. This Confidential Information may be disclosed to the Receiving Party for the sole purpose of fulfilling the objectives of the Business Purpose, and it shall be treated as proprietary and confidential by the Receiving Party.
2. Confidential Information may be conveyed in any form or medium, whether tangible or intangible, and may be disclosed in writing, orally, visually, electronically, or through any other means. The Receiving Party acknowledges that such Confidential Information is valuable and proprietary to the Disclosing Party and agrees to take all reasonable measures to protect it from unauthorized disclosure or use.

Obligations of the receiving party

The Receiving Party shall:

1. **Use Limitation:** Use Confidential Information solely for Business Purpose and exercise at least the same degree of care it uses to protect its own proprietary information, considering the sensitivity and nature of Confidential Information.
2. **Restricted Access:** Grant access to Confidential Information only to its employees on a need-to-know basis and promptly restrict access when it is no longer necessary for Business Purpose.
3. **Employee Compliance:** Ensure that its employees comply with the confidentiality obligations outlined in this Agreement.
4. **Limited Reproduction:** Reproduce Confidential Information only to the extent essential for fulfilling the Business Purpose and ensure that all reproductions remain subject to this Agreement's confidentiality obligations.
5. **Non-Disclosure to Third Parties:** Prevent disclosure of Confidential Information to any third party unless explicitly permitted by this Agreement or with prior written approval from the Disclosing Party.

6. Disclosure to Consultants and Contractors: Disclose Confidential Information to its consultants or contractors strictly on a need-to-know basis, provided that:
 - (a) The Receiving Party ensures that such consultants or contractors are bound by confidentiality obligations at least as restrictive as those stated in this Agreement.
 - (b) The Receiving Party informs the consultants or contractors of their confidentiality obligations before disclosure.
7. Return or Destruction of Confidential Information: Upon the Disclosing Party's written request, either return all Confidential Information to the Disclosing Party or certify in writing that all media containing such information has been permanently destroyed. However, an archival copy may be retained by the Receiving Party's legal counsel solely for the purpose of proving the contents of the Confidential Information, provided it remains subject to confidentiality obligations.
8. Removal of Confidential Information: Not remove any Confidential Information from the premises of the Disclosing Party without obtaining prior written approval.
9. Protection of Removed Information: Exercise the highest degree of care in protecting Confidential Information that has been approved for removal from the Disclosing Party's premises. The Receiving Party shall comply with all conditions imposed by the Disclosing Party concerning such removal, including but not limited to the requirement that:
 - (a) No copies shall be made outside the Disclosing Party's premises unless expressly permitted.
 - (b) All removed Confidential Information, along with any copies, must be returned by the specified date.
10. Prompt Return of Confidential Information: Upon the Disclosing Party's request, promptly return all tangible materials containing or consisting of Confidential Information, along with all copies, to the Disclosing Party.

Exceptions to Confidential Information

The obligations of confidentiality and restrictions on disclosure set forth in this Agreement shall not apply to any Confidential Information that the Receiving Party can demonstrate, through documented evidence, falls under one or more of the following exceptions:

1. Confidential Information was independently developed by or for the Receiving Party without reference to or reliance on the Disclosing Party's information or was lawfully received from a third party without any confidentiality restrictions.
2. The Confidential Information has become publicly available through no breach of this Agreement by the Receiving Party or any of its representatives.

3. The Confidential Information was already in the Receiving Party's possession or known to it at the time of disclosure, without any obligation of confidentiality.
4. The Confidential Information is required to be disclosed pursuant to a valid subpoena, court order, or other legal or regulatory demand; provided, however, that:
 - (a) The Receiving Party shall provide prompt written notice to the Disclosing Party to allow the latter to seek a protective order or other appropriate remedy.
 - (b) The Receiving Party shall make reasonable efforts to cooperate with the Disclosing Party in opposing or limiting such disclosure, to the extent legally permissible.
5. The Confidential Information is disclosed with the prior written consent of the Disclosing Party.
6. The Confidential Information was already recorded in the Receiving Party's files, computers, and other storage media prior to its receipt from the Disclosing Party and was not acquired under any prior obligation of confidentiality.
7. The Confidential Information was lawfully obtained or made available to the Receiving Party from a source other than the Disclosing Party, without any breach of confidentiality obligations by either the Receiving Party or the third party.

Ownership of Confidential Information

1. The OEM /SI acknowledges and agrees that all Confidential Information disclosed by JKDFC remains the sole and exclusive property of JKDFC. The OEM /SI further acknowledges that any unauthorized disclosure, reproduction, or use of such Confidential Information may cause irreparable harm and significant injury to JKDFC, the extent of which may be difficult to quantify.
2. No Transfer of Intellectual Property Rights: The disclosure of Confidential Information by JKDFC does not grant the OEM /SI any rights, whether express or implied, under any trademark, patent, copyright, mask work protection right, trade secret, or any other intellectual property (IP) right. JKDFC expressly disclaims all warranties regarding the Confidential Information, including but not limited to:
 - (a) Non-infringement of intellectual property rights; and
 - (b) Accuracy, completeness, or utility of the disclosed information.
3. Legally Compelled Disclosure: If the OEM /SI is legally compelled to disclose any Confidential Information pursuant to a valid court order, subpoena, or regulatory requirement, the OEM /SI shall:
 - (a) Provide prompt written notice to JKDFC to enable it to seek a protective order or take other necessary legal measures; and

- (b) Disclose only the minimum necessary information required to comply with such legal obligation. The OEM /SI shall bear all costs and legal consequences arising from such disclosure.
4. This Agreement shall be binding upon and inure to the benefit of the Parties, including their respective subsidiaries, affiliates, subcontractors, successors, and assigns.
 5. This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in Jammu & Kashmir, unless otherwise agreed in writing by both Parties.
 6. Notwithstanding the execution of this Agreement, if the OEM /SI is selected as the OEM /SI for the Loan Lifecycle Management System and General Accounting System Project, the OEM /SI shall be required to execute a separate Non-Disclosure Agreement (NDA) with JKDFC prior to accessing any confidential project-related information.

On behalf of [name of the company]

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/ Stamp of OEM /SI: