



ई-केवाईसी सॉफ्टवेयर की खरीद और कार्यान्वयन
हेतु प्रस्ताव का आमंत्रण

**Request for Proposal for
Procurement & Implementation of E-KYC Software**

[निविदा सं. 314/2019/1339/HO1/ITV दिनांक मे 29, 2018]

[RfP No. 314/2019/1339/HO1/ITV dated May 29, 2018]

भारतीय लघु उद्योग विकास बैंक
सिडबी टावर, 15, अशोक मार्ग
लखनऊ - 226001

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
SIDBI Tower, 15 Ashok Marg,
Lucknow - 226001**

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1. Critical Information / महत्वपूर्ण सूचना

(RfP No: 314/2019/1339/HO1/ITV dated May 29, 2018)

S.N.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1.	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	June 19, 2018 जून 19, 2018	3:30 pm
2.	Last date for seeking clarifications / स्पष्टीकरण माँगने की अंतिम तिथि	June 03, 2018 जून 03, 2018	5:00 pm
3.	Pre Bid meeting / पूर्व-बोली बैठक (no clarifications would be given after pre-bid meeting)/पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा।	June 05, 2018 जून 05, 2018	11:00 am
4.	Date & Time of Opening of Minimum Eligibility bid / न्यूनतम बोली खोलने की तिथि व समय	June 19, 2018 जून 19, 2018	4:00 pm
5.	Address for Bid Submission/ बोली जमा और पूर्व-बोली बैठक करने का पता		
	General Manager (ITV) Small Industries Development Bank of India, Information Technology Vertical SIDBI Tower, 15, Ashok Marg, Lucknow - 226001 Phone: 0522-4259700	महाप्रबन्धक (ईटीवी) भारतीय लघु उद्योग विकास बैंक, इन्फॉर्मेशन टेक्नालजी वर्टिकल, सिडबी टावर, 15 अशोक मार्ग लखनऊ- 226001 दूरभाष: 0522-4259700	
6.	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि, समय	To be intimated at a later date बाद में सूचित किया जायेगा	
7.	Bid Validity/ बोली के वैधता	90 days from the last date of bid submission / बोली जमा करने की अंतिम तिथि से 90 दिन तक ।	
8.	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	A.Avinash , AGM 0522-4261663, aavinash@sidbi.in Sudhir Tandon, DGM (Systems) 0522-4261738, standon@sidbi.in	
9.	बयाना जमा राशि / Earnest Money Deposit	` 130000/-	
10.	टेंडर मूल्य /Tender Cost	` 3000/-	

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2. Introduction and Disclaimers

2.1. About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990.

The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The bank provides its services through a network of Regional and Branch offices located all over India. Detailed information on the functions of the bank is provided on the bank's website, www.sidbi.in.

SIDBI is supported by its seven subsidiaries / associates. List of subsidiaries / associates is as below :

Subsidiaries / Associates	Website
MUDRA : Micro Units Development and Refinance Agency	www.mudra.org.in
CGTSME : Credit Guarantee fund Trust for Micro and Small enterprises	www.cgtmse.in
ISARC : India SME Asset Reconstruction Company Ltd	www.isarc.in
SVCL: SIDBI Venture Capital Limited	www.sidbiventure.co.in
SME Rating Agency (SMERA)	www.smera.in
NCGTC: National Credit Guarantee Trustee Company	www.ncgtc.in
RXIL : Receivables Xchange of India Ltd.	www.rxil.in

2.2. Purpose of RfP

SIDBI intends to become AUA/KUA (Aadhaar User Agency/ e-KYC User Agency) of UIDAI (Unique Identification Authority of India) with NPCI (National Payment Corporation of India) as its ASA/KSA (Aadhaar Service Agency/ e-KYC User Agency).

The Bank invites proposals from competent and authorized Bidders for the scope defined in this tender document towards Design, Supply, Installation, Configuration, Customization, and Operations & Maintenance of Aadhaar based Authentication & e-KYC Software Platform comprising of AUA/KUA module and Hardware based Security Module (HSM). Bank needs to integrate proposed Solution with banking applications as per bank's requirement. The bidder should provide for all necessary technical implementation and integration required for end-to-end implementation. The solution must comply with various existing regulatory, technical and procedural guidelines and also those which come into place from time to time.

Proposals are invited from vendors for supply of above mentioned HSM and software licenses and implementation of the same in SIDBI's Mumbai Data Center (MDC) and Chennai Disaster Recovery (CDR) Site. This Request for Proposal document ("**RfP document**" or "**RfP**" or "**RFP**") has been prepared solely for the purpose of enabling the **Small Industries Development Bank of India**, referred as the "**Bank**" hereafter, to

shortlist suitable vendor. Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in Annexures attached.

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

The tender methodology being followed is under Two Bid System viz. 1) **Pre-qualification/ Minimum Eligibility Criteria** and 2) **Commercial bid**. Bid Evaluation methodology & eligibility criteria has been detailed in **Chapter 5**.

2.3. Existing Setup

- Currently, business applications have been deployed centrally at the MDC in virtualized environment using VMWare, Citrix XenApp and Web Servers. Applications are accessed over WAN using Citrix web client or Internet browser. The client machines need to have Citrix web client and J-Initiator (Java utility) installed to access the applications. Oracle Database (11G) is being used to store all business critical data. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering build at the virtualization / application level for VMWare, Citrix and Web Application servers as well.
- The E-KYC Software and HSM which is being purchased under this RfP would be required to be implemented on a VM server hosted in the Demilitarised zone in MDC & CDR Site.
- SIDBI is currently using **Futronic Finger Print Scanner (USB 2.0)-FS88** Biometric finger print scanner for single sign-on. E-KYC Solution proposed by bidder should be integrated with the available device.
- The bidder must provide the following for integration with other applications:
 - API for integration
 - API documentation
 - Sample code of API
 - Hands-on training and support for integration

2.4. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. Neither SIDBI nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents,

contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

2.5. Disclaimer

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

2.6. Costs to be borne by Respondents

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

2.7. No Legal Relationship

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

2.8. Recipient Obligation to Inform Itself

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

2.9. Evaluation of Offers

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP.

2.10. Acceptance of Selection Process

Each Recipient / Respondent having responded to this RfP acknowledges have reading, understanding and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

2.11. Errors and Omissions

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

2.12. Acceptance of Terms

A Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer.

2.13. Requests for Proposal

- Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

Contact Person	Avinash Ambarkhane	Sudhir Tandon
Email Id	aavinash@sidbi.in	standon@sidbi.in
Telephone	+91 - 522 -4261663	+91 - 522 -4259738

- SIDBI may, in its absolute discretion, seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
- Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.
- If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
- SIDBI may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

2.14. Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

2.15. Pre Contract Integrity Pact (IP)

IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-XIV** on non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution.

- The Bidders are requested to note that in reference to the Central Vigilance Commission (CVC) Circular, Bank has appointed Shri. Ashok Sinha (IAS Retd.) as an Independent External Monitors (IEM) in consultation with the Central Vigilance Commission. Name and Address of the IEM are as follows :

Shri Ashok Sinha, (IAS Retd.)
 13 Yayati, Sect-58A, Nerul (West)
 Palm Beach Road,
 Navi-Mumbai 400706
 Email Id – asinha51@gmail.com

3. Broad Scope of Work

SIDBI intends to procure & implement E-KYC Software on-premise in Bank's Data Center at MDC & CDR Site. With reference to the UIDAI circular dated 22-06-2017 regarding the implementation of HSM, Bank also intends to implement the Hardware based security module (HSM) for digital signing and decryption of e-KYC data.

As part of implementation, SIDBI intends that the bidder would supply the software and hardware license along with its implementation planning, design & implementation to meet the requirements as per scope.

Bidders are required to provide Hardware based security module (HSM). The liability of the Management and support of supplied Hardware will be bidder's responsibility.

The required software and hardware and infrastructure would be installed at banks datacenter (DC and DR locations along with auto/manual synchronisation). The solution should be configured with automatic replication to DR site with Recovery point objective (RPO) and Recovery time objective (RTO) as specified by the Bank's policy. The selected bidder has to ensure flawless switching of all the services under purview of this RFP to Disaster Recovery (DR) site during DR drill as and when decided by Bank or in case of non-availability of primary DC site.

3.1. Implementation at Mumbai Data Center (MDC) & Chennai DR (CDR) Site

- 3.1.1.** Implementation of entire project to be completed within fifteen (15) days from the date of issue of purchase order by SIDBI.
- 3.1.2.** SIDBI is in process of co-location it's Data Center to CtrlS Data Center, Mahape, Navi-Mumbai. SIDBI DR Site may also co-locate in due course. Bidder should implement the software/hardware at the location informed by SIDBI.
- 3.1.3.** Plan implementation and configuration of the E-KYC Software and HSM. Documentation and detailed architecture to be submitted as part of implementation.
- 3.1.4.** The Bidder should Supply required Hardware and Software with required licenses, install & Deploy the solution in line with the UIDAI guidelines in the Bank's datacenter, integrate with ASA partner(NPCI) and test (unit test, system test, performance and security test) the solution as per the timeline specified by the bank.
- 3.1.5.** The Bidder should provide AUA/KUA Infrastructure to include Hardware Security Module (HSM) card/appliance, Client application with Web/Mobile/Thick Client based interface.
- 3.1.6.** The Bidder should provide ready to use Web/Thick/Mobile Client based Authentication (including Bulk Demographic Authentication) and e-KYC platform with User Management allowing AUA/KUA to avail Aadhaar Services at ease.
- 3.1.7.** The Bidder should provide a dynamic Aadhaar Data Vault solution along with the AUA / KUA platform including SUB AUA/KUA platform.

- 3.1.8.** The Bidder should conduct end-to-end testing of the application for the required pre-production test transactions and submit the test results in line with UIDAI requirements, Audit compliance check-list as specified to UIDAI. On confirmation from UIDAI and receipt of production credentials, the Bidder should make necessary changes as proposed by UIDAI to perform transactions on the production environment and confirm "Go Live".
- 3.1.9.** The Bidder should help and provide APIs/Web Services for integration with Bank's Portals and other applications.
- 3.1.10.** The Bidder should comply with UIDAI and ASA/KSA guidelines for entire proposed solution as per the needs specified by UIDAI/NPCI.
- 3.1.11.** The solution should support for onboarding AEPS as and when required by Bank.
- 3.1.12.** The Bidder should provide Fraud Monitoring Mechanism as per UIDAI guidelines.
- 3.1.13.** 4.17 Bidder shall provide their expertise in delivering the various solutions for Aadhaar based authentication for :
- Any financial / non-financial transactions that require authentication.
 - For any other purpose that may relate to Aadhaar enabled service delivery.
 - For any other similar purposes that may envisage in future.
- 3.1.14.** The Bidder should provide regular updates/ upgrades to ensure the client application is ready whenever UIDAI publishes new version of the Aadhaar platform.
- 3.1.15.** The Bidder should enter into Annual Maintenance Contract /Comprehensive Maintenance Contract with Bank for a period of three (3) years post warranty period of one (1) year and shall be responsible for timely troubleshooting, updates, patches, upgrades and bug-fixes including additional customization/upgradation, configuration & integration requirements as per the directions of UIDAI during the contract.
- 3.1.16.** Training shall be imparted to the Bank technical team regarding the use of developed solution.
- 3.1.17.** Supply, Installation, Integration, Implementation of E-KYC Software and HSM on the designated server(s) as per Banks' requirement.
- 3.1.18.** Execution of entire project i.e. Implementation planning for software, customisation, designing of software architecture for all the related component will be undertaken & managed by vendor team.
- 3.1.19.** The implementation architecture should integrate with the existing Active Directory for user level authentication using a proxy / federated AD service. Existing Active Directory Users Policies to be enforced on employee/users on the new Virtualization setup.
- 3.1.20.** The software should integrate with finger print scanner biometric device being used in Bank .

- 3.1.21. The users should be able to access the software through browsers viz. Internet Explorer, Chrome, etc. The software should be compatible with atleast last two versions of the browsers.
- 3.1.22. The solution should be hosted in High Availability mode with a minimum uptime of 99.95%. The solution should adhere to latest Procedural Guidelines, technical specifications and other guidelines of NPCI, RBI and any other regulatory authority which comes in place time to time.
- 3.1.23. Submission of Installation Certificate as per format prescribed in tender, duly signed by the SIDBI official at respective location.
- 3.1.24. All the software should support IPv4 and IPv6.
- 3.1.25. All claims for functional / technical delivery made by the Bidders in their responses to the RfP shall be assumed as deliverable, within the quoted financials.

3.2. Features and Functionality required in the E-KYC Software

- 3.2.1. The proposed software solution should have Web based application interface
- 3.2.2. License should be corporate/enterprise license for unlimited usage.
- 3.2.3. The software would be hosted on premise in the Bank's Data Center. The requirement of the server configuration would be detailed by the vendor while submitting the technical bid.
- 3.2.4. Bidder solution should have the latest API Specifications implemented and should be in use in a production environment at existing customer locations as per the specifications mentioned by NPCI and UIDAI.
- 3.2.5. Brief of the features and functionality of the software is as following:

Sl. No.	Business / Functional Requirements	Mandatory / Desirable
Generic Requirements		
1	Upon successful service delivery by the Authentication/e-KYC module, the system should allow processing and forwarding of authentication requests in the format accepted by UIDAI between AUA application, ASA & CIDR and vice versa within reasonable round trip time mandated by UIDAI.	Mandatory
2	All communication passing through AUA/KUA to ASA/KSA must be secure and encrypted as per UIDAI standards.	Mandatory
3	The authentication application platform must be forward compatible with any service and security standards proposed by UIDAI.	Mandatory
4	Specific fields in the authentication transaction must be captured.	Mandatory
5	The system should be in compliance with UIDAI specifications and standards published from time to time.	Mandatory
6	All requests and responses should be logged. The logs shall capture details of authentication transaction but not	Mandatory

	corresponding Personal Identity Information (PID).	
7	The system should maintain a log and report for all transactions for audit purpose. Reporting of this module shall be integrated with the Dashboard Module.	Mandatory
8	The system, if required, should append the license key along with the request.	Mandatory
9	There must be provision for digitally signing the Auth XML requests on behalf of AUA. The Auth XML should append the AUA code along with the request. The Auth XML should be sent to ASA over the secured network. For the response that is received from ASA, should be forwarded to specific AUA from where the request originated.	Mandatory
10	The Aadhaar authentication should carry out the Aadhaar Demographic Authentication from the UIDAI's CIDR	Mandatory
11	The Aadhaar authentication should carry out the following Aadhaar Biometric Authentication: <ul style="list-style-type: none"> • The system should route all biometric authentication requests from registered departmental applications to CIDR and back; • The system should implement Authentication API • The system should authenticate residents fingerprint and iris 	Mandatory
12	The Aadhaar authentication should carry out the following Aadhaar OTP Authentication: <ul style="list-style-type: none"> • The system should route all OTP authentication requests from registered departmental applications to CIDR and back • The system should implement OTP Authentication API • The system should authenticate residents with registered mobile numbers. 	Mandatory
13	The system should handle Authentication API errors correctly.	Mandatory
14	The solution should have interface to search and filter the data of the Report.	Mandatory
15	The authentication module should support in establishing SSL connection between the communication systems.	Mandatory
16	The Solution should provide for future scalability of the whole system without major architectural changes.	Mandatory
17	Should support Web Interface.	Mandatory
18	The solution should be highly scalable and capable of delivering high performance as & when transaction volumes / users increases without compromising on the response time.	Mandatory
19	The application software platform for Aadhaar based Authentication and e-KYC services should be compatible with all the standard operating systems such as Windows,	Mandatory

	Linux, UNIX, etc.	
20	The solution shall run on native browser with additional plug-ins that should be freely downloadable and should support at the minimum IE, Firefox Mozilla etc.	Mandatory
21	User Interface should require only standards compliant browsers with standard support for JavaScript and HTML.	Mandatory
22	The solution will initially be required to cover a range of process modules mentioned in the RFP, but it should allow addition of more modules or more users in any module as and when required.	Mandatory
23	Should not require opening of any special protocols for connecting the user client to the web/ application server. All communication should be on secured HTTPS and SFTP.	Mandatory
24	The solution shall be supported on client with mobile based platform	Mandatory
25	The Application Platform must be compatible / interoperable with HSM Devices and integration between HSM api and ASA/AUA/KSA/KUA application must be carried out free of cost.	Mandatory
26	It should be possible to integrate/call/plug-in the ASA/AUA/KSA/KUA application as a module with other web-based/gui-based applications.	Mandatory
27	The web based application should comply with Guidelines for Indian Government Websites (GIGW), W3C and WCAG 2.0 Level A.	Mandatory
28	The eSign software suite should comprise of the eSign Service Provider (ESP), Application Service Provider (ASP) and the Certifying Authority (CA) software modules. The Bidder should be a Original Software Developer (OSD) for the Aadhaar ESP and ASP modules and can offer the Certifying Authority (CA) module in conjunction with a reliable and time tested CA suit vendor	Mandatory
29	The solution must have provision to sign and encrypt the authentication/e-KYC requests through digital signature certificate in High Availability mode.	Mandatory
30	The system shall maintain audit logs for all authentication, e-KYC, BFD related transactions by capturing desirable details of the transaction including Aadhaar number, date, time, IP, AUA code, Key, etc. The logs shall capture details of authentication transaction but not corresponding Personal Identity Information (PID).	Mandatory
31	The system should ensure that the authentication request originating at an authentication device is compliant with the standards and specifications prescribed by UIDAI and	Mandatory

	complete.	
32	The System should also be able to conduct Buffered Authentication (At places of poor network connectivity, authentication request may be “buffered” (or queued) on the device until a configurable period of time (presently 24 hours) then sent to CIDR for authentication when connectivity is restored / available)	Mandatory
33	The system should be able to accept the e-KYC requests from KUA/sub KUA. System should be able to route the e-KYC request to KSA. The response from CIDR has to be forwarded to the KUA. (This may include the e-KYC information or the error code.). The same has to be given back in a secured manner. The application should validate the e-KYC request coming from KUA and should digitally sign the packet. The system should decrypt the KYC details provided by CIDR and shall forward the KYC details including his name, address, photograph DoB, etc. to the clients in a secured manner. The system should have error handling facility.	Mandatory
34	The Software solution must be compatible/inter-operable with various STQC Certified PoS (Point of Sale)/Wall-mount devices used for Finger print/IRIS scanning. Respective API to integrate these devices with software must be made available for fast implementation.	Mandatory
35	Compliance of the security guidelines issued from time to time by Department of Telecommunications (DoT), government of India and UIDAI. Vendor would be required to fulfill the all requirement of DOT & UIDAI in this respect.	Mandatory
36	Any other requirement to integrate with existing system of bank for ASA and AUA services	Mandatory
Reports & Additional Requirements		
1	The Solution should be capable of sending alerts/SMS/email to predefined designated officers in the event of crossing predefined conditions.	Desirable
2	The Solution should have Ability to generate reports at <ul style="list-style-type: none"> • real time / on line basis • in background (when evaluation is time-consuming) • via batch processing • specific date • regular time interval • any other specific business condition 	Desirable
3	Ability to maintain audit trail of changes such as the time of change, the user ID, old and new value with field	Desirable

	description.	
4	Ability to support the following functions: <ul style="list-style-type: none"> • Portability • Interoperability • Scalability • High Performance • Serviceability • Manageability • Flexibility 	Mandatory
5	All sensitive data (such as passwords, Aadhaar Data, bank account numbers, etc) shall have to be stored in encrypted format. The system should protect the integrity and authenticity of the data.	Mandatory
6	The solution must allow users to trace the history of a data. It should also be able to trace where a data entity currently is placed in the system.	Mandatory
7	UIDAI/CIDR over a period of time may alter the metadata including the number of fields, data type etc. The system should be able to handle such situations	Mandatory
8	The system should have provision for the user to submit the data through an easy to use interface like GUI, Web-Service, etc. as appropriate for the data exchange modes.	Mandatory
9	The system should be able to support all standard file formats including but not limited to CVS, XML, XLS, Delimited File, rar, zip, 7z, jpg, jpeg etc.	Mandatory
10	The solution should support bulk loading of data and inbuilt capability of data integration in near real time batch modes.	Mandatory
11	The system should be able to match each record with the entire CIDR data through fuzzy logics to arrive at strict and loose matches.	Mandatory
12	The system should also be able to make the match on various attributes including but not limited to name, date of birth, father's name, parsed address etc.	Mandatory
13	The module should also ensure storage of any such data/logs which shall be required by Government, UIDAI and KSA/ASA. These logs shall support in creation of the compliance reports required by audit agencies.	Mandatory
14	The system should be able to use the parsed data intelligently for the matching to take place. All possible permutations and combinations should be applied to arrive at the most probable match. All the parameters should be configurable.	Mandatory
15	The System shall have the capability of sharing data through common file sharing mechanism including FTP, Web-Service, etc.	Desirable

3.3. Scope for Hardware based Security Module (HSM)

3.3.1. HSM requirement and locations:

S.no	Description	Requirement
1	Hardware Security Module	2 (1 at DC, Mumbai & 1 at DRC, Chennai)

3.3.2. The proposed HSM has to support signing, encryption, decryption of data and should be FIPS 140-2 or higher Complaint.

3.3.3. The solution should be hosted at Bank's premise in High Availability mode, along with DR and a minimum uptime time of 99.95 %.

3.3.4. The Bidder would be responsible for implementation of an end-to-end installation of HSM solution with required Hardware and software.

3.3.5. Bidder should carry out application maintenance related knowledge transfer, as per Bank's requirement.

3.3.6. The solution should also comply with any guidelines and mandates issued by RBI for Banking Transactions where HSM need to be incorporate. The bidder has to undertake to incorporate, at no cost to the Bank, suitable changes in the solution including the software, procedure and operations as required from time to time to comply with any new rules of Indian Law from RBI/ IBA/ MFI/ TRAI/ Govt. of India/ NPCI.

3.3.7. Bidder will bear cost of all Software, middleware, web services, APIs including duties and import cost required for this implementation except Hardware, database and Operating system.

3.3.8. The bidder should supply adequate number HSM & licenses at DC and DR confirming to the OEM licensing policy. If at any point of time during the contract it is observed that adequate number of licenses is not provided, the bidder has to provide the same without any additional cost.

3.4. Training & Knowledge Transfer

3.4.1. Bidder will provide user manual/media kit including manuals for operation, maintenance instruction, etc. Bidder is required to submit one set of complete technical documentation, brochures, user manuals, etc. in soft as well as hard copies. The documentation should include details regarding application architecture, network infrastructure requirements, and disaster recovery plan. All the manuals shall be in English and the documentations should be clearly indicative of the overall solution with architecture diagram.

3.4.2. The selected Bidder will ensure knowledge transfer to the Bank.

3.5. Deliverable Documentations

3.5.1. Planning and project kick-off meeting and its MOM.

3.5.2. Architecture Design document and customisation requirement details.

3.5.3. Installation, implementation and Configuration Procedures document

3.5.4. Configuration Details.

3.5.5. Solution Requirements document.

3.5.6. Training material in the form of presentations and videos.

3.6. Responsibility of SIDBI

3.6.1. SIDBI or its outsourced partner from central location would be logging all calls with the vendor central help desk and coordinating for call closure for support related issues

3.6.2. Provide details of contact person at the location/office who would be coordinating during installation and configuration of the software.

4. Information to Bidders

4.1. Bid Submission Closing Date

4.1.1. RFP Response should be received by SIDBI not later than date and time mentioned in 'Critical Information' section above, at SIDBI Office premises.

4.2. RfP Validity Period

4.2.1. The Bids must remain valid and open for evaluation according to their terms for a period mentioned in 'Critical Information' section above, from the last date of the submission of bids. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.3. Bid Price

4.3.1. Non-refundable of ₹ 3,000/- (₹ Three thousand only) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring "Small Industries Development Bank of India", must be submitted along with RFP response.

4.3.2. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises(MSMEs).

4.3.3. Such MSMEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

4.3.4. Bidder is required to inform its MSME status as per following definition, if applicable.

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to ₹ 25 lakh	Up to ₹ 10 lakh
Small	Up to ₹ 500 lakh	Up to ₹ 200 lakh
Medium	Up to ₹ 1000 lakh	Up to ₹ 500 lakh

4.3.5. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

4.4. Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit. Details of the EMD are given in [section 6.8](#).

4.5. Late RFP Policy

4.5.1. Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened within 02 weeks from the bid submission date.

4.6. Receiving of RFP Response

4.6.1. Receiving of RFP response will be recorded by SIDBI in a 'Bid Receipt Register' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferable through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

4.7. Disqualification

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

4.8. Amendment to the bidding document

4.8.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.

4.8.2. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

4.8.3. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

4.9. Language of Bid

4.9.1. The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

4.10. Documents Comprising the Bid

4.10.1. The bid shall consist of Pre-qualification/ minimum eligibility criteria and Commercial bid.

4.11. Bid Currency

4.11.1. Bids should be quoted in Indian Rupee only.

4.12. Modification And/ Or Withdrawal of Bids

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

4.12.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax / mail and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

4.12.3. No bid may be modified or withdrawn after the deadline for submission of bids.

4.12.4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

4.13. Delivery and Support Location

Small Industries Development Bank of India
 MSME Development Center
 Plot No.C-11, G Block
 Bandra Kurla Complex, Bandra (E)
 Mumbai 400 051

4.14. Selection process

4.14.1. Successful Bidder will be selected through two bids evaluation process:

- ❖ Pre-qualification/ Eligibility evaluation
- ❖ Commercial evaluation

Please refer to Chapter 5 for Eligibility criteria & Bid evaluation methodology of RfP.

4.15. Documents to be submitted

4.15.1. Bidders are required to submit their responses in TWO envelopes, with contents of each as under:

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	Pre-Qualification / Minimum Eligibility Bid i. Minimum Eligibility Bid – Bid Covering letter as per format prescribed in Annexure-I	Hard Copy – 1 Soft Copy of Annexure-II in	“Minimum Eligibility Bid” for Procurement & Implementation of E-KYC Software

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	<ul style="list-style-type: none"> ii. General Information about the bidder as per format prescribed in Annexure-II iii. Response to Minimum Eligibility Criteria as per format prescribed in Annexure-III iv. DDs/Instruments towards bid price v. DDs/Instruments towards Earnest Money Deposit (EMD) OR Bank guarantee towards EMD as per format prescribed in Annexure-XII. vi. Declaration regarding clean track record, as per format prescribed in Annexure-IV vii. Annexure V – Conformity of Hardcopies viii. Statement of deviations as per format prescribed in Annexure-VI ix. Letter of competence as per format prescribed in Annexure-VII x. Power of Attorney as per format prescribed in Annexure-VIII xi. Letter of Conformity as per format prescribed in Annexure-IX xii. Bank Mandate Form as per format prescribed in Annexure-XI. xiii. Pre-Contract Integrity Pact as per format Annexure XIV xiv. Masked Commercial bid as per format prescribed in Annexure-XVI xv. OEM Authorisation Certificate 	<p>CD</p>	<p>RfP No: 314/2019/1339/HO1 /ITV Dated May 29, 2018</p>

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	/ Letter xvi. Compliance to Functional Requirements as per format prescribed in Annexure-XVII		
II	<u>Commercial Bid</u> i. Commercial Bid Covering letter as per format prescribed in Annexure-XV ii. Response to Commercial Bid as per format prescribed in Annexure-XVI	Hardcopy – 1	<u>“Commercial Bid”</u> for Procurement & Implementation of E-KYC Software RfP No: 314/2019/1339/HO1 /ITV Dated May 29, 2018

4.15.2. Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “**Procurement & Implementation of E-KYC Software – RfP No: 314/2019/1339/HO1/ITV Dated May 29, 2018**”. All the individual envelopes must be super-scribed with name of the bidder, Contact Name, contact Number and e-mail id.

4.15.3. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

4.16. Important

Bidders must take the following points into consideration during preparation and submission of bids.

4.16.1. Authorized signatory on whose behalf power of attorney is issued must sign all the pages of the response.

4.16.2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.

4.16.3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.

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

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

4.16.6. Under no circumstances the Commercial Bid should be kept in minimum eligibility Cover. The placement of Commercial Bid in minimum eligibility cover will make bid liable for rejection.

4.16.7. The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorised signatory. There should be no hand-written

material, corrections or alterations in the offer. The Bank may treat such offers as not adhering to the tender guidelines and would be liable to be rejected.

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5. Eligibility Criteria and Evaluation Methodology

5.1. Minimum Eligibility / Pre-Qualification

Proposals not complying with the prescribed 'Minimum Eligibility criteria' and not submitted as per [Chapter 7 Annexure – III](#) are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria:

S.N.	Criteria	Documents to be submitted as a proof
1.	The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.	<ul style="list-style-type: none"> Partnership firm: Certified copy of Partnership Deed. Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business. Reference of Act/Notification
2.	The bidder should be either OEM or a partner of the product OEM (Professional, Enterprise OR Premier)	Copy of certificate / letter by OEM
3.	The Bidder should have developed and implemented AUA / KUA platform integrated with HSM, for at least 3 organizations of which 2 implementation should be for Banks and the same shall be in production at the time of bidding.	Copy of Work order / agreement along with completion certificate from customer.
4.	The Bidder should have prior experience in interfacing AUA / KUA platform with National Payment Corporation of India (NPCI) as ASA/KSA.	Copy of Work order / agreement along with certificate from customer for interfacing of AUA / KUA platform with NPCI.
5.	The bidder should have positive net worth for last two(2) years .	Statutory auditor certificate and copies of last three years' profit and Loss statement and balance sheet
6.	The bidder should have cash profit [i.e. no cash loss] in two (2) years out of last three (3) years.	Statutory auditor certificate and copies of last three years' profit and Loss statement and balance sheet
7.	The Bidder should have an office registered in India along with support center in Mumbai/Navi Mumbai/Thane.	Self-declaration with address and contact details on letter-head signed by authorized signatory of the Bidder
8.	Bidder should not have been blacklisted by any government agency/ quasi	Letter of undertaking to this effect on company's letter-head signed by

	government agency/ PSU/ BFSI organization as on the last date of submission of Bid.	authorized signatory of the Bidder
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The bidder is required to submit list of projects / references in the following format supported by following documents as evidences of having relevant experience:

1. Copy of Work order / agreement.
2. Relevant credential letters, supporting the claim, from the respective organization along with contact details of the organization.

Sr.No.	Client Name and Location	Project Start Date	Project End Date	Scope / Description of the Project	Contact details (Person name, designation, phone, mobile, email)

As part of evaluation, the Bank may contact the customer references to get feedback about the credentials submitted by the bidder. The Bank at its discretion may not consider those projects / references for scoring, if in the Bank's opinion it is not relevant or meet corresponding criteria or in case the responses received from the customer contacts are negative.

5.2. Commercial Bid

The commercial bids should be submitted as per [Annexure-XVI](#). Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of this RfP, shall be declared as 'Non-responsive' and hence shall be rejected.

5.3. Evaluation Methodology

5.3.1. The Bank has adopted a Two (2) bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.

- ❖ Minimum Eligibility Criteria
- ❖ Commercial Bids

5.3.2. The Bank shall evaluate first the '**Minimum Eligibility Criteria**' bids and based on its evaluation, '**Commercial Bids**' shall be undertaken for evaluation at the second stage. The final selection will be done based on the commercial evaluation of pre-qualified short listed bidders.

5.3.3. The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.

5.3.4. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by

the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.

5.4. Preliminary Examinations

- 5.4.1.** The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 5.4.2.** The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 5.4.3.** Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning qualification criteria, payment terms, bid validity, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 5.4.4.** If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 5.4.5.** The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

5.5. Evaluation of Minimum Eligibility Criteria

- 5.5.1.** Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Minimum Eligibility Criteria' as per **Section 5.1** of RfP. Bids not complying with the minimum eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation.
- 5.5.2.** Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

5.6. Technical Evaluation of proposed solution

- 5.6.1.** Bidders must demonstrate the software to SIDBI to showcase and verification of functionalities & features as per scope. Proposed solution should be in strict adherence to the section 3.2 and shall include all items as asked for in it.
- 5.6.2.** It is mandatory to submit details of features & functionalities in the prescribed format (**Annexure XVII**) duly filled in along with the offer.

- 5.6.3. The Bidder has to present the technical presentation on the proposed solution highlighting:
- 1) Technical Architecture.
 - 2) Features and functionalities
 - 3) Time lines with milestones to complete the project.
- 5.6.4. SIDBI's decision towards meeting the functionality requirements by the offered software will be final and binding.
- 5.6.5. Successful bids out of this stage would be considered for commercial evaluation.

5.7. Evaluation of Commercial Bids

In this phase, the Commercial Bids of the Bidders, who are found qualified in previous phase, will be considered for commercial evaluation. The date for opening of commercial bids will be separately advised.

- 5.7.1. For the purpose of determining L1 bidder, the Lowest cost of each bidder would be arrived as given below:

X = **Fixed Cost** as per specifications given in (Chapter-7, Annexure – XVI Commercial Bid, Section I)

Y = **Optional Cost** as per specifications given in (Chapter-7, Annexure – XVI Commercial Bid, Section II), for a period of **three** years (inclusive of all taxes) at present values.

Net Present Value (NPV) would be calculated using the Microsoft Excel Worksheet formulae, to arrive at the NPV for three years. The discount rate to be considered for above would be **9.1%** per annum

- ❖ **Total Cost of Ownership (TCO) Z = X (Fixed Cost) + Y (Optional Cost)** as per specifications given in (Chapter-7, Annexure – XVI Commercial Bid)
- ❖ The Cost (i.e. **Z** above) of each bidder will be compared to determine the L1 bidder (which is having lowest cost), and the rest of the bids shall be ranked in ascending order of cost as L2, L3, L4 and so on.

- 5.7.2. The L1 bidder would be shortlisted based on the least cost quoted for all the items (i.e. **Z** above).

5.8. Arithmetic errors correction

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

- 5.8.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
- 5.8.2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

- 5.8.3. If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 5.8.4. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct
- 5.8.5. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.
- 5.8.6. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

5.9. No Commitment to Accept Lowest or Any Offer

- 5.9.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 5.9.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 5.9.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.
- 5.9.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify / withdraw the tender.

* * * * *

6. Terms and Conditions

6.1. General

- 6.1.1.** The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its **Annexures**. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
- 6.1.2.** SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers. SIDBI reserves the right to make any changes in the terms and conditions. SIDBI will not be obliged to meet and have discussions with any Bidder. However, SIDBI, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.
- 6.1.3.** Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitted the response.
- 6.1.4.** SIDBI reserves the right to extend the dates for submission of responses to this document with intimation.
- 6.1.5.** Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
- 6.1.6.** Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
- 6.1.7.** SIDBI reserves the right to change the required scope and ask for the revised bids or cancel the process without assigning any reasons.
- 6.1.8.** The scope of the proposal shall be on the basis of single point responsibility, completely covering all obligations.
- 6.1.9.** The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of work in accordance with the approved schedule and the steps being taken to remedy such a situation.

6.2. Commercial Bid

- 6.2.1. Currency** - The Bidder is required to quote in Indian Rupees ('INR/ ₹'). Bids in currencies other than INR may not be considered.
- 6.2.2. Taxes** - The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess etc. that need to be incurred. No additional cost whatsoever would be paid.

6.3. Price

- 6.3.1.** The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
- 6.3.2.** Prices quoted by the bidders should include all local taxes, Sales tax, VAT, service tax, duties, levies and transportation costs etc. No additional cost whatsoever would be paid.
- 6.3.3.** While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour.
- 6.3.4.** The prices quoted shall be valid for the entire period of the bid validity as specified in the critical information section.
- 6.3.5.** The prices quoted for AMC/ATS(Annual Technical support) and man-month rates quoted for change requests (as in commercial bid format) will remain valid for a period of **4 (four) years** from the date of acceptance of the software and start of warranty period.
- 6.3.6.** Man-Month would comprise of 26 days.
- 6.3.7.** SIDBI will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 any other road permit, if required, on behalf of SIDBI.

6.4. Terms of Delivery

- 6.4.1.** Vendor shall ensure submission of proof for Licenses in the name of 'Small Industries Development Bank of India'.
- 6.4.2.** Bank will initially place order for E-KYC Software and HSM with One year warranty as per details mentioned in **Chapter-7, Annexure – XVI Commercial Bid**. Order for AMC (if contracted) will be placed in respective years.
- 6.4.3.** Warranty for both, (software & hardware), shall start after date of acceptance of the solution.
- 6.4.4.** In case the support and maintenance of the bidder during warranty/AMC/ATS is not satisfactory Bank has the discretion not to enter into AMC / ATS renewals for subsequent years with the shortlisted bidder.
- 6.4.5.** Bank reserve the right to place the order with respective bidder(s) at the contracted price for all/part of the items in single or multiple lots within the price validity period.

- 6.4.6.** Bank will cancel the order and ban the bidder from subsequent bidding for all tenders issued by the Bank for a period of 3 years if the successful Bidder:
- Fails to accept the purchase order within 7 working days from the date of issue of order for any reason whatsoever;
 - Support is not registered/renewed from the date specified in the tender;
 - Fails to register/renew the support by paying re-instatement charges which are applied by OEM towards delayed renewal;

6.5. Terms of Payment

6.5.1. SIDBI's standard payment terms are as under:

- 50% on delivery of hardware(HSM), software and licenses in name of SIDBI
- 50% on successful installation, commission and acceptance by Bank.

6.5.2. Submission of performance Bank Guarantee equivalent to 10% of the contract value. The BG shall be valid for a period of 1 (one) YEAR from the date of acceptance of the implemented solution by SIDBI, with invocation period of additional 3 months i.e. 15 months. The performance bank guarantee should be as per the format given in **Annexure XIII**.

6.5.3. All the payments including refund of EMD will be made by SIDBI, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's banker] Bank Mandate Form as per format prescribed in **Annexure XI**. In case the bidders have already submitted the form with bank in connection with any other tender/ transactions, same need not to be submitted again.

6.5.4. Prior to release of payment in case of any change in Bank A/c and other details furnished in Bank Mandate Form, the vendor would be required to intimate the Bank and Bank Mandate Form would require to be re-furnished.

6.5.5. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

6.5.6. TDS, if any, will be deducted while releasing the payment.

6.5.7. All Payments will be made to the Bidder in Indian Rupee only.

6.5.8. Payment during AMC/ATS (Annual Technical Support)

The 100% cost of AMC/ATS would be paid annually in advance on:

- I. Submission of invoice
- II. Proof of back to back warranty support with OEM and

- III. PBG (to be submitted annually) of equivalent value of AMC cost for the respective year valid for a period of 15 months.
- IV. In case vendor does not submit PBG, the payment would be released after 3 months from completion of ATS period.

6.6. Annual Maintenance /Technical Support

- i. The selected bidder will enter into AMC/ATS with the bank, if so desired by the bank, after expiry of 1 year warranty period for software.
- ii. AMC/ATS of Hardware and software shall start after completion of 1 year of warranty period.
- iii. The order for ATS would be placed in respective years. The ATS charges shall not exceed the rates finalized at the time of purchase.
- iv. The bidder/OEM should provide changes and upgrades with regards to changes in statutory requirements to the Bank at free of cost during the warranty/ ATS period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.
- v. The Bidder shall maintain requisite skilled manpower for support, and, if found necessary same shall be deployed at SIDBI site as per request from the Bank.
- vi. Warranty/ATS arrangement should be back to back with respective OEM of the software and HSM for providing support services, updates, upgrades for providing support for period.
- vii. Any corruption in the software, media or hardware shall be rectified during the full period of the warranty and during ATS, if contracted, at no extra cost to the Bank.
- viii. Periodically update bank on new features as and when released by the OEM through technical sessions, trainings etc.
- ix. Further provided that the Bank may, during the currency of the warranty / ATS period, shift the Data Center / DR Site to other location(s) within the Country and in such case the bidder undertakes to continue to provide support / maintain the software at the new location without any other additional cost to the Bank.
- x. Deliverables under warranty/ATS :
 - a. **Updates Subscription Services:** The Updates Services should be provided to SIDBI with product upgrades, maintenance releases and patches released during the subscription period.
 - b. **Product Support:** Product Support services to be offered to SIDBI for direct access via both the telephone and the web to skilled staff of technical analysts for problem resolution, bug reporting, and technical guidance on a 24x7 basis so as to ensure that SIDBI receives the direct support from OEM for problem resolutions on 24*7 basis. This service should be provided through telephone, fax, e-mail and vendors website (if any) Web Interface directly.
- xi. Vendor would be required to coordinate and provide the latest versions to SIDBI.
- xii. **Termination of ATS contract [if contracted]:** Bank may terminate the ATS contract on occurrence of the following:

- Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof.
- Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment.
- Bidder failure to meet the performance requirement specified herein
- However, the selected bidder shall commit himself to service for a minimum period of 5 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.

6.7. Acceptance Test

- 6.7.1.** The acceptance / performance test will be performed after completion of implementation of the software at respective locations i.e. data centre and DR site. Complete software and hardware, as specified in the tender must have been supplied & implemented properly by the Bidder prior to acceptance of the same. The acceptance test will be conducted as per guidelines of NPCI/UIDAI The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
- 6.7.2.** In the event of software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to cancel the order and recall all the payments made by the bank to the bidder and forfeit the EMD / Bank Guarantee (BG).
- 6.7.3.** Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder must demonstrate all the features of the respective software items.

6.8. Bid Security & Performance Guarantee

6.8.1. Bid Security / Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of amount of ` 1,30,000/- in the form of Demand Draft/ Pay Order OR Bank guarantee issued by a scheduled commercial bank.
2. Demand Draft/Pay order should be in favor of "Small Industries Development Bank of India" payable at Mumbai or in the form of Performance Security. The Demand Draft/ Pay Order should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank.

3. Format of EMD/ Bid Security is prescribed in "Annexure XII – EMD / Bid Security Form". Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
4. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
5. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
 - i. In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
 - ii. Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - iii. In case the successful Bidder fails to accept LOI and sign the contract as specified in this document within time stipulated by SIDBI for any reason whatsoever; or
 - iv. Expresses inability to carryout the contract
 - v. In case the successful Bidder fails to provide the performance guarantee within 30 days from the date of issuing the LOI / placing the order by the Bank or signing of the contract, whichever is earlier, for any reason whatsoever.

Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of not less than 3 years.

6. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon occurrence of any the following events, whichever is earlier:
 - i. Issue of Letter of Intent / Purchase order to the successful bidder **OR**
 - ii. The end of the bid validity period, including extended period (if any), **OR**
 - iii. Receipt of the signed contract and performance security from the successful bidder.
7. Successful bidder will be refunded the EMD amount only after submission of Performance Bank Guarantee as mentioned in Performance Bank Guarantee (PBG) section.
 1. No interest will be paid on EMD.
 2. Request for exemption from EMD will not be entertained.

6.8.2. Performance Bank Guarantee (PBG)

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1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee equivalent to 10% of the contract value. The BG shall be valid for a period of 1 (one) YEAR from the date of acceptance of the implemented solution by the bank, with invocation period of additional 3 months i.e. 15 months. The performance bank guarantee should be as per the format given in Annexure.
2. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the AMC/ATS value for one year. The year having highest contract value will be used for calculation of value of PBG. The performance guarantee will be valid till at least three months beyond the expiry of the contract period. The performance security is to be submitted within ONE month from the date of award of AMC/ATS contract as per the format provided by Bank.
3. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
4. In case of expiry of BG prior to project completion, the bidder will be required to renew the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
5. The Performance Bank Guarantee would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder.
6. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
7. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by SIDBI.
8. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the

control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

6.9. Forfeiture of performance security

1. The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.
2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

6.10. Public Procurement Policy on Micro and Small Enterprises (MSEs)

- 6.10.1.** SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.
- 6.10.2.** These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- 6.10.3.** Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- 6.10.4.** Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- 6.10.5.** The bidder to note that, splitting of order would not be applicable in this tender.

6.11. Use of Contract Documents and Information

- 6.11.1.** The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be

made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

6.12. Subcontracts

- 6.12.1.** The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract except with the Bank's prior written consent.
- 6.12.2.** The Supplier shall notify and obtain concurrence from the Bank in writing of all subcontracts/ Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

6.13. Applicable laws

- 6.13.1.** The Contract shall be interpreted in accordance with the laws prevalent in India.
- 6.13.2. Compliance with all applicable laws:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 6.13.3. Compliance in obtaining approvals/ permissions/ licenses:** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

6.14. Corrupt and fraudulent practice

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

- 6.14.1.** "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 6.14.2.** "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.
- 6.14.3.** The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6.15. Contacting the Bank

- 6.15.1.** Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 6.15.2.** Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

6.16. Right of Publicity

- 6.16.1.** Any publicity by the Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.

6.17. Penalty for Delay in Installation

- ❖ If the Bidder / OEM fails to implement the software within **fifteen (15) days** from date of acceptance of purchase order, a penalty of 1% of the order value will be imposed for each week's delay or part thereof, subject to maximum of 5% of order value.
- ❖ However, no penalty will be imposed for the durations leading to delays in installation of hardware / software due to reasons solely attributable to the Bank.
- ❖ The vendor will be required to inform the banks well in advance the installation schedule / plan to enable the Bank to make the site ready and obtaining downtime etc.

6.18. Proposal Ownership

- 6.18.1.** The proposal and all supporting documents submitted by the bidder shall become the property of the Bank.

6.19. Patent Rights

- 6.19.1.** In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation

to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

6.20. Execution of Agreement and NDA

1. The selected bidder should execute agreement with the Bank which will remain valid for at least 3 (three) years. The agreement would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank which will include a Non-disclosure Agreement clause.
2. The agreement with Non-disclosure agreement clauses should be executed within three weeks from the date of purchase order.

6.21. IPR Infringement

As part of this project bidder/service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.

6.22. Indemnity

1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
 - a. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or any subsequent agreement; and/or
 - b. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document or any subsequent agreement; and/or
 - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
 - d. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or

- e. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
 - f. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - g. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
 - h. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
- a. Notifies the Bidder in writing; and
 - b. Cooperates with the Bidder in the defence and settlement of the claims.
3. The Bidder shall not be liable for defects or non-conformance resulting from:
- a. Software, hardware, interfacing not approved by Bidder; or
 - b. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
 - c. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
 - d. Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.

6.23. Limitation of liabilities

Save and except the liability under Section of 'IPR Infringement' in Clause 6.21 and indemnity provision in Clause 6.22 [1(f,g,h)] herein above, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of bidder / service provider, arising at any time shall not exceed the total contract value.

6.24. Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the RFP

document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.

“Confidential Information” means any and all information that is or has been received by the Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

- i. relates to the Disclosing Party; and
 - ii. is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - iii. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
 - iv. without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.
 - v. “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
 2. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
 3. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and

such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;

- b. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and

Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any HW or other device in its possession or under its custody and control; and
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:
 - a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or

- investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
6. The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

6.25. Force majeure

- 6.25.1.** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.
- 6.25.2.** If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.26. Resolution of Disputes

- 6.26.1.** SIDBI and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, SIDBI and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.

6.26.2. The dispute resolution mechanism to be applied shall be as follows:

- ❖ In case of Dispute or difference arising between SIDBI and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.
- ❖ Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- ❖ The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.

6.26.3. The Agreement shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.

6.26.4. No conflict between the bidder and SIDBI shall cause cessation of services. Only by mutual consent the services will be withdrawn.

6.26.5. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

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

* * * * *

7. Annexure(s)

7.1. Annexure I - Eligibility Bid – Covering Letter

(To be submitted on Bidders Company letter head)

Date: _____

General Manager (ITV)

Small Industries Development Bank of India,
Information Technology Vertical
SIDBI Tower, 15, Ashok Marg,
Lucknow - 226001

Dear Sir,

Procurement & Implementation of E-KYC Software

1. We, the undersigned, offer to submit our bid in response and accordance with your tender **RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018**. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD, tender fee and other documents as desired by the Bank.
2. Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 90 days from the date of last day for submission of offer (Bid).
3. If our offer is accepted we undertake to the project of Procurement & Implementation of E-KYC software.
4. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.
6. We understand that the Bank is not bound to accept any proposal it receives.

Yours sincerely,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

7.2. Annexure II - General Information about bidder

RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018

S.N.	Description	Bidder's response
1	Name of the bidder company (Registered name of the bidding Company)	
2	Details of Incorporation of the Company.	Date:
		Ref. No.:
3	Status of Company	
	Documentary proof enclosed. (Yes/No)	
4	Website of Company	www.
5	Address of Registered Office with contact numbers.	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
6	Address for Correspondence (if different from above).	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
7	MSME Status (Tick appropriate).	
A	Company does not qualify the status of MSE.	
B	Company does qualify the MSE status.	
C	SC/ST	
D	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No).	
8	PAN No.	
	Copy of PAN enclosed. (Yes/No)	

9	GSTIN No.		
	Copy of GST enclosed. (Yes/No)		
10	Sales Tax Registration No.		
	Copy of Sales Tax certificate enclosed. (Yes/No)		
11	Service Tax Registration No.		
	Copy of Service Tax certificate enclosed. (Yes/No)		
12	Contact Details of Bidder's authorized representative to make commitments to SIDBI.		
A	Name		
B	Designation		
C	Land Line No. (with STD code)		
D	Mobile No.		
E	Fax No. (with STD code)		
F	Mail Id		
13	Details of Software Account Manager for SIDBI		
A	Name of Account Manager for SIDBI at software OEM		
B	Phone No. of Account Manger for SIDBI at software OEM		
C	Toll Free / Direct Number of OEM for support related issues		
D	E-mail ids of OEM / Support IDs to send support related queries		
14	Any other related information, not mentioned above, which the vendor wish to furnish		
15	Any Deviation from General Terms & Conditions, which vendor wish to furnish		
16	Software is able to deliver the features and functionality as defined in the Chapter 3 : Broadscope of the work of the RfP		
17	Financials (for last three years)		
	Parameter	FY	Amount in lakh

A	Annual Turnover	2015 - 2016	
		2016 - 2017	
		2017 - 2018	
B	Cash Profit	2015 - 2016	
		2016 - 2017	
		2017 - 2018	
C	Net worth	2015 - 2016	
		2016 - 2017	
		2017 - 2018	
D	<i>CA certificate attached for a, b, c above.</i>		(Yes / No)
E	1. <i>Audited balance sheet and</i> 2. <i>P/L account attached.</i>		(Yes/ No)

7.3. Annexure III – Response to Minimum Eligibility Criteria

RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018

S. N.	Pre-Qualification Criteria	Bidder Compliance (Yes / No)	Page No. of Response where proof is attached.
1.	The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.		
2.	The bidder should be either OEM or a partner of the product OEM (Professional, Enterprise OR Premier)		
3.	The Bidder should have developed and implemented AUA / KUA platform integrated with HSM, for at least 3 organizations of which 2 implementation should be for Banks and the same shall be in production at the time of bidding.		
4.	The Bidder should have prior experience in interfacing AUA / KUA platform with National Payment Corporation of India (NPCI) as ASA/KSA.		
5.	The bidder should have positive net worth for last two(2) years.		
6.	The bidder should have cash profit [i.e. no cash loss] in two (2) years out of last three (3) years.		
7.	The Bidder should have an office registered in India along with support center in Mumbai/Navi Mumbai/Thane.		
8	Bidder should not have been blacklisted by any government agency/ quasi government agency/ PSU/ BFSI organization as on the last date of submission of Bid.		

List of projects / references :

Sr.No.	Client Name and Location	Project Start Date	Project End Date	Scope / Description of the Project	Contact details (Person name, designation, phone, mobile, email)

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Note

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.
- SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

7.4. Annexure IV - Declaration Regarding Clean Track Record

[TO BE SUBMITTED ON VENDOR'S LETTER HEAD]

Date:

General Manager (ITV)

Small Industries Development Bank of India,
Information Technology Vertical
SIDBI Tower, 15, Ashok Marg,
Lucknow – 226001

Dear Sir,

Declaration Regarding Clean Track Record

I have carefully gone through the Terms & Conditions contained in the RfP No: 314/2019/1339/HO1/ITV Dated May 29, 2018 regarding "**Procurement & Implementation of E-KYC Software**" for a period of three years.

We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last 05 years I further certify that I am competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in Annexure –III is true and correct and also able to perform this contract as per RFP document.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

7.5. Annexure V – Conformity of Hardcopies

(To be submitted on Bidders Company letter head)

Date: _____

General Manager (ITV)

Small Industries Development Bank of India,
Information Technology Vertical
SIDBI Tower, 15, Ashok Marg,
Lucknow – 226001

Dear Sir,

Conformity of Hardcopies

RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018

We, the undersigned bidders, having read and examined bid along with terms & conditions the aforesaid RfP document, issued by SIDBI and hereinafter referred as 'bank' do hereby covenant, warrant and confirm as follows.

The soft copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

7.6. Annexure VI – Statement of Deviations

RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018**(To be submitted on Bidders Company letter head)**

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

SIDBI may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by SIDBI will not entitle the bidder to submit a revised commercial bid. Clarifications given in Pre-bid will not be further entertained.

S.N.	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

7.7. Annexure VII – Letter of Competence

RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018

(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

This is to certify that we [Insert name of Bidder], address.....are fully competent and eligible to undertake and successfully deliver the scope of services mentioned in the above RfP. This recommendation is being made after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfP.

We also certify that all the information given by in response to this RfP is true and correct and also confirm that our company is eligible to perform this contract and whatever our company filed response to the Annexure –III to the response to minimum eligibility criteria is true and correct.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

7.8. Annexure VIII – Power of Attorney

RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018*(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)*

BY THIS POWER OF ATTORNEY executed on _____, 2018, We _____, A company within the meaning of the Companies Act, 2013, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal **RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018** for “Procurement & Implementation of E-KYC Software” and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

7.9. Annexure IX – Letter of Conformity

(To be submitted on Bidders Company letter head)

Date: _____

To
The General Manager [ITV]
Small Industries Development Bank of India
Information Technology Vertical
SIDBI Tower, 15, Ashok Marg,
Lucknow - 226001

Dear Sir,

Letter of Conformity

RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018

We, the undersigned bidders, having read and examined along with terms and conditions the aforesaid RfP document on "Procurement & Implementation of E-KYC Software", issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in Annexure-VI of the main RfP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

7.10. Annexure – X Non-disclosure Agreement

NON-DISCLOSURE AGREEMENT

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**Procurement & Implementation of E-KYC Software**” as per scope defined in the Request for Proposal **RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018** for Small Industries Development Bank of India, having its registered office _____, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the Bank's Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information:

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name:

Designation:

Office Seal:

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____

Date : _____

Signature of: the
party / Authorized Signatory

.....

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

Bank's stamp :

Date :

[Signature of Authorized Official from the Bank]

7.12. Annexure – XII EMD / Bid Security Form

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal **RFP No. 314/2019/1339/HO1/ITV Dated May 29, 2018** for Procurement & Implementation of E-KYC Software (Herein after called the 'the RFP') to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at ----- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ` ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during it's currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding Rs. ----- (------ only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding `/- (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of `/- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;

4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within six months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (**Vendor's Bank**)

.....

Date.....

Address

.....

.....

7.13. Annexure XIII – Performance Bank Guarantee

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

BANK GUARANTEE**Small Industries Development Bank of India****SIDBI Tower****15, Ashok Marg****Lucknow - 226001**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the SIDBI) having agreed to award a contract to M/s. ' Service Provider Name' having its office at ' Service Provider's Office Address', (hereinafter called "the Service Provider") for "**Procurement & Implementation of E-KYC Software**" on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter-alia, stipulates for **submission of Bank guarantee for 10% of the contract value** i.e. ` . _____ (Rupees _____ only), for the due fulfilment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) _____, having its principal/ head office /registered office at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address)_____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No _____ in favour of **Small Industries Development Bank of India (SIDBI)**

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ` . _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Procurement & Implementation of E-KYC Software**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.

4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____
6. The liability under this guarantee is restricted to ` _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.

12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to ` _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)“
15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Mumbai

In witness where of we have set and subscribed our hand and seal this day of2018.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name.....
Signature.....
Designation.....

2) Name.....
Signature.....
Designation.....

7.14. Annexure XIV – Pre-Contract Integrity Pact

(To be submitted by bidders on non-judicial stamp paper of Rs.100/-)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place____ on ---- day of the month of -----, 2016 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to shortlist vendor for carrying out **Procurement & Implementation of E-KYC Software** (tender **RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018**) and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

2 Commitments of the BUYER

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

- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such

individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.1,30,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 - ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.

- vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent Monitors

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this integrity Pact, at _____ on _____

BUYER

BIDDER

Name of the Officer

Designation

CHIEF

EXECUTIVE

OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

7.15. Annexure XV – Commercial Bid – Covering Letter

(To be submitted on Bidders Company letter head)

Date: _____

To
The General Manager [ITV]
Small Industries Development Bank of India
Information Technology Vertical
SIDBI Tower, 15, Ashok Marg,
Lucknow - 226001

Dear Sir,

Commercial Bid – Covering Letter
RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018

I, the undersigned, offer to provide services for the above-mentioned project, in accordance with your **RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018** on “Procurement & Implementation of E-KYC Software” and our proposal dated **[Date]**. The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and the other expenses like out-of-pocket expenses that we might incur and there will be no additional charges whatsoever. We will abide by the payment terms as mentioned in the aforesaid RfP.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the proposal, i.e., **[Insert date]**

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

7.16. Annexure XVI – Commercial Bid Format

[TO BE SUBMITTED ON VENDOR'S LETTER HEAD]
RfP for Procurement & Implementation of E-KYC Software
RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018

Section-I

Sr. No	Particulars	Cost in Rs.	Taxes (...%)	Total (inclusive of all taxes)
1	Software Solution Cost ** with one year warranty			
2	Cost of Hardware based Security Module(HSM) with one year warranty	Unit cost x 2		
3	One Time Charges (Implementation Cost)			
4	Any other cost (provide details if applicable)			
5	Total Fixed Cost (1+2+3+4) [A]			

Section-II

II.	Optional Items				
	Optional Items	Year 1	Year 2	Year 3	Total
6	ATS Charges for Software				
7	ATS Charges for HSM				
8	Man-Month rate for Change Request / New development				
9	Taxes (...%)				
	Total Optional Cost (6+7+8+9) [B]				

** The solution should be deployed at data centre and DR site accessible to unlimited user license without any limitation on concurrency.

Bidders are requested to note the following:

- Conditional commercial bids would be rejected.
- All the details must be provided as per format, table wise summation to be calculated and updated, deviation from above format would enable the commercial bid to be rejected.
- All the rates must be quoted in INR. The cost should be inclusive of all taxes.
- Man-Month would comprise of 26 man days.
- Initially purchase order will be placed for all or part of items except for **Optional Items**.
- In case of discrepancy between unit price and total price, the unit price shall prevail.
- In case of discrepancy between figures and words, the amount in words shall prevail.
- ATS will be entered by the Bank at the beginning of respective years, at sole discretion of the Bank.

Date
Place

Signature of Authorised Signatory ...
Name of the Authorised Signatory ...
Designation ...
Name of the Organisation ...
Seal ...

7.17. Annexure XVII – Compliance to Functional Requirements

RfP for Procurement & Implementation of E-KYC Software

RfP No. 314/2019/1339/HO1/ITV Dated May 29, 2018

Sl. No.	Business / Functional Requirements	Mandatory / Desirable	Complied (YES/NO)
Generic Requirements			
1	Upon successful service delivery by the Authentication/e-KYC module, the system should allow processing and forwarding of authentication requests in the format accepted by UIDAI between AUA application, ASA & CIDR and vice versa within reasonable round trip time mandated by UIDAI.	Mandatory	
2	All communication passing through AUA/KUA to ASA/KSA must be secure and encrypted as per UIDAI standards.	Mandatory	
3	The authentication application platform must be forward compatible with any service and security standards proposed by UIDAI.	Mandatory	
4	Specific fields in the authentication transaction must be captured.	Mandatory	
5	The system should be in compliance with UIDAI specifications and standards published from time to time.	Mandatory	
6	All requests and responses should be logged. The logs shall capture details of authentication transaction but not corresponding Personal Identity Information (PID).	Mandatory	
7	The system should maintain a log and report for all transactions for audit purpose. Reporting of this module shall be integrated with the Dashboard Module.	Mandatory	
8	The system, if required, should append the license key along with the request.	Mandatory	
9	There must be provision for digitally signing the Auth XML requests on behalf of AUA. The Auth XML should append the AUA code along with the request. The Auth XML should be sent to ASA over the secured network. For the response that is received from ASA,	Mandatory	

	should be forwarded to specific AUA from where the request originated.		
10	The Aadhaar authentication should carry out the Aadhaar Demographic Authentication from the UIDAI's CIDR	Mandatory	
11	The Aadhaar authentication should carry out the following Aadhaar Biometric Authentication: <ul style="list-style-type: none"> • The system should route all biometric authentication requests from registered departmental applications to CIDR and back; • The system should implement Authentication API • The system should authenticate residents fingerprint and iris 	Mandatory	
12	The Aadhaar authentication should carry out the following Aadhaar OTP Authentication: <ul style="list-style-type: none"> • The system should route all OTP authentication requests from registered departmental applications to CIDR and back • The system should implement OTP Authentication API • The system should authenticate residents with registered mobile numbers. 	Mandatory	
13	The system should handle Authentication API errors correctly.	Mandatory	
14	The solution should have interface to search and filter the data of the Report.	Mandatory	
15	The authentication module should support in establishing SSL connection between the communication systems.	Mandatory	
16	The Solution should provide for future scalability of the whole system without major architectural changes.	Mandatory	
17	Should support Web Interface.	Mandatory	
18	The solution should be highly scalable and capable of delivering high performance as & when transaction volumes / users increases without compromising on the response time.	Mandatory	

19	The application software platform for Aadhaar based Authentication and e-KYC services should be compatible with all the standard operating systems such as Windows, Linux, UNIX, etc.	Mandatory	
20	The solution shall run on native browser with additional plug-ins that should be freely downloadable and should support at the minimum IE, Firefox Mozilla etc.	Mandatory	
21	User Interface should require only standards compliant browsers with standard support for JavaScript and HTML.	Mandatory	
22	The solution will initially be required to cover a range of process modules mentioned in the RFP, but it should allow addition of more modules or more users in any module as and when required.	Mandatory	
23	Should not require opening of any special protocols for connecting the user client to the web/ application server. All communication should be on secured HTTPS and SFTP.	Mandatory	
24	The solution shall be supported on client with mobile based platform	Mandatory	
25	The Application Platform must be compatible / interoperable with HSM Devices and integration between HSM api and ASA/AUA/KSA/KUA application must be carried out free of cost.	Mandatory	
26	It should be possible to integrate/call/plug-in the ASA/AUA/KSA/KUA application as a module with other web-based/gui-based applications.	Mandatory	
27	The web based application should comply with Guidelines for Indian Government Websites (GIGW), W3C and WCAG 2.0 Level A.	Mandatory	
28	The eSign software suite should comprise of the eSign Service Provider (ESP), Application Service Provider (ASP) and the Certifying Authority (CA) software modules. The Bidder should be a Original Software Developer (OSD)	Mandatory	

	for the Aadhaar ESP and ASP modules and can offer the Certifying Authority (CA) module in conjunction with a reliable and time tested CA suit vendor		
29	The solution must have provision to sign and encrypt the authentication/e-KYC requests through digital signature certificate in High Availability mode.	Mandatory	
30	The system shall maintain audit logs for all authentication, e-KYC, BFD related transactions by capturing desirable details of the transaction including Aadhaar number, date, time, IP, AUA code, Key, etc. The logs shall capture details of authentication transaction but not corresponding Personal Identity Information (PID).	Mandatory	
31	The system should ensure that the authentication request originating at an authentication device is compliant with the standards and specifications prescribed by UIDAI and complete.	Mandatory	
32	The System should also be able to conduct Buffered Authentication (At places of poor network connectivity, authentication request may be "buffered" (or queued) on the device until a configurable period of time (presently 24 hours) then sent to CIDR for authentication when connectivity is restored / available)	Mandatory	
33	The system should be able to accept the e-KYC requests from KUA/sub KUA. System should be able to route the e-KYC request to KSA. The response from CIDR has to be forwarded to the KUA. (This may include the e-KYC information or the error code.). The same has to be given back in a secured manner. The application should validate the e-KYC request coming from KUA and should digitally sign the packet. The system should decrypt the KYC details provided by CIDR and shall forward the KYC details including his	Mandatory	

	name, address, photograph DoB, etc. to the clients in a secured manner. The system should have error handling facility.		
34	The Software solution must be compatible/inter-operable with various STQC Certified PoS (Point of Sale)/Wall-mount devices used for Finger print/IRIS scanning. Respective API to integrate these devices with software must be made available for fast implementation.	Mandatory	
35	Compliance of the security guidelines issued from time to time by Department of Telecommunications (DoT), government of India and UIDAI. Vendor would be required to fulfill the all requirement of DOT & UIDAI in this respect.	Mandatory	
36	Any other requirement to integrate with existing system of bank for ASA and AUA services	Mandatory	
Reports & Additional Requirements			
1	The Solution should be capable of sending alerts/SMS/email to predefined designated officers in the event of crossing predefined conditions.	Desirable	
2	The Solution should have Ability to generate reports at <ul style="list-style-type: none"> • real time / on line basis • in background (when evaluation is time-consuming) • via batch processing • specific date • regular time interval • any other specific business condition 	Desirable	
3	Ability to maintain audit trail of changes such as the time of change, the user ID, old and new value with field description.	Desirable	
4	Ability to support the following functions:	Mandatory	

	<ul style="list-style-type: none"> • Portability • Interoperability • Scalability • High Performance • Serviceability • Manageability • Flexibility 		
5	All sensitive data (such as passwords, Aadhaar Data, bank account numbers, etc) shall have to be stored in encrypted format. The system should protect the integrity and authenticity of the data.	Mandatory	
6	The solution must allow users to trace the history of a data. It should also be able to trace where a data entity currently is placed in the system.	Mandatory	
7	UIDAI/CIDR over a period of time may alter the metadata including the number of fields, data type etc. The system should be able to handle such situations	Mandatory	
8	The system should have provision for the user to submit the data through an easy to use interface like GUI, Web-Service, etc. as appropriate for the data exchange modes.	Mandatory	
9	The system should be able to support all standard file formats including but not limited to CVS, XML, XLS, Delimited File, rar, zip, 7z, jpg, jpeg etc.	Mandatory	
10	The solution should support bulk loading of data and inbuilt capability of data integration in near real time batch modes.	Mandatory	
11	The system should be able to match each record with the entire CIDR data through fuzzy logics to arrive at strict and loose matches.	Mandatory	
12	The system should also be able to make the match on various attributes including but not limited to name, date of birth, father's name, parsed address etc.	Mandatory	
13	The module should also ensure storage of any such data/logs which shall be required by Government, UIDAI and	Mandatory	

	KSA/ASA. These logs shall support in creation of the compliance reports required by audit agencies.		
14	The system should be able to use the parsed data intelligently for the matching to take place. All possible permutations and combinations should be applied to arrive at the most probable match. All the parameters should be configurable.	Mandatory	
15	The System shall have the capability of sharing data through common file sharing mechanism including FTP, Web-Service, etc.	Desirable	

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

END of DOCUMENT