REQUEST FOR PROPOSAL

FOR

Implementation of PKI (Public Key Infrastructure) using Digital Signature Certificate based authentication in Internet Banking

PART 1: INVITATION TO BID

Introduction

This Request For Proposal (RFP) is to invite proposals from Bidders (OEM / System Integrators) to select a vendor for supply, installation & Implementation of PKI (Public Key Infrastructure) using Digital Signature / Certificate based authentication for Internet Banking Users. The Bidder could be a OEM or System Integrator. Detailed technical and functional specifications of the total solution have been given in PART 5 of this document. You are requested to send your Technical and Price proposal as per the enclosed formats. The methodology for submission of the proposals is enumerated in PART 3 Instruction to Bidders. Terms and Conditions of Contract (TCC) are given in PART 4:

The Bidding Document may be obtained from the Bank as under or downloaded from Bank’s Website http://www.bankofindia.co.in/tenders and the bid should be submitted to the office of Bank Of India, Information Technology Department, Head office, Star House 2, C-4, G-Block, 8th Floor, West Wing, Bandra Kurla Complex, Bandra (East) Mumbai – 400 051.

- For queries and clarification regarding the RFP, please feel free to contact us at the above mentioned address or telephone number or e-mail id.
- Please note that all the information desired needs to be provided. Incomplete information may lead to non-selection.
- All Bids must be accompanied by Bid Security as specified in the Bid document.
- A non refundable bid amount of Rs. 10,000/- to be paid by means of a demand draft / pay order favouring “Bank Of India - RFP- Implementation of PKI (Public Key Infrastructure) using Digital Signature / Certificate for Internet Banking Users” payable in Mumbai. If the bid is downloaded from website, the cost of the bid may be paid along with the technical bid in a separate envelope.
- Bank reserves the right to change the dates mentioned below or in the RFP, which will be communicated.
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| Contact Person                                               | Ms Jagdeep Kaur (022-61319852)  
Mr Kaushik Barai (022-61319850) |
| Address for Communication and submission of bid.             | General Manager  
Information Technology Department,  
8th Floor, Star House 2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051.  
Phone Numbers: 022 – 6131-9840 |
| Bid Document Availability                                    | Bidding document can be downloaded from Banks’ website. |
PART 2: DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
### 3. INSTRUCTIONS FOR BIDDERS (IFB)

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3. INSTRUCTIONS FOR BIDDERS (IFB)

A. Introduction

3.1 General

Bank of India is one of the largest public banks in India with a Branch network of more than 4500 branches in India and 49 branches/offices in 21 countries overseas. Bank has been using Finacle as a Core Banking application as well as Finacle Internet Banking application. To meet the regulatory requirement provided by RBI and to enable more secure platform for online banking, Bank desires to select a vendor for supply, installation & implementation of Digital Certificate/Signature based Authentication solution at DC & DR for bank’s customers of internet banking. Bidder who is interested in participating in this RFP must be in a position to supply, install & manage Digital Certificate/Signature based Authentication solution as per the technical specification of Digital Certificate/Signature based Authentication solution module specified in Part 5.

3.2 Broad Scope of Work

The broad scope of work for the Bidder under this RFP shall be –

- Bank is using Internet Banking Application provided by Infosys for its Retail/ Corporate Customer. In addition to User Credentials, Bank is using solution for second factor of authentication (2FA solution) by OTP/soft token based solution provided by Bank’s technology Partner M/s HP India.

- Bidder should supply, install, test, commission and maintain “Digital Certificate/Signature based authentication in Internet Banking” with 3 year warranty & 2 year support of the supplied solution to bank.

- The proposed solution should be provided with High availability in primary and DR site. The bidder should also configure the system/solution for data replication between primary site and DR site. The configuration should ensure log replication, policies, history data etc. from DC to DR and DR to DC in case system works from DR under bank's specified RTO and RPO.

- The bidder shall be responsible for complete end to end implementation of the solution including the necessary changes, configurations customizations etc in the existing Internet Banking solution which is product of Infosys.

- The solution should offer the Customer certificate registration process that will be managed through a separate Certificate Administration/ Registration module involving multiple stage, controlled, monitored and verifiable application and activation methodology to help prevent
The Certificate Administration/Registration module should display statistical parameters to keep track of the number of registration request/activation/de activation for supervisory reports and monitoring.

Customer shall view the content of certificates while signing digitally in Internet Banking.

Digital signature component shall be compatible with mostly used browser like Internet Explorer, Mozilla Firefox, Google Chrome, Netscape Navigator, Safari and any new browser that comes in market, etc. (with all existing and new versions).

The digital signature verification component shall be compatible with bank's existing platforms as Windows with all versions/types. The solution should also be compatible with Web servers/Application Servers and Database Servers presently deployed in the bank.

The solution should work on all the types of Desktop PC/Laptop/iPad/smartphone/Tablet existing as well as new PC/Laptop/iPad/smartphone/Tablet coming in the market.

The vendor shall provide support for troubleshooting and enhancements in the Services during the contract. Enhancement would include inclusion of all the new Operating system/Computer devices coming up in the market and also inclusive of new market related requirement.

Solution should comply with information security policy of bank and RBI recommendations.

The solution offered should comply with all the Operative Guidelines for Digital Signature authentication in India issued by RBI vide circular no. RBI/2010-11/494 DBS.CO.ITC.BC. No.6/31.02.00812010-11 dated April 29, 2011; notification vide circular no. RBI/2012-13/424 DPSS(CO)PD NO.1462102.14.003/2012.13 dated February 28, 2013 and vide report of the group on enabling PKI in Payment System Application released on April 22, 2014 on RBI website. The solution should also comply with any further guidelines and mandates issued by RBI for Digital Signature authentication. 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 IT ACT or any new rules of Indian Law or new rules from Bank/RBI/IBAIMFI/TRAI/Govt. of India and other Regulators for providing the Digital Signature authentication services.
RFP for Implementation of PKI using Digital Signature / Certificate based authentication in Internet Banking

- The entire process of integration of the proposed solution along with all of its features must be completed as per Bank's requirement within 10 weeks of acceptance of purchase order and initiation of project. Non implementations of the Signature authentication solution with the required functionality within the stipulated time frame will lead to penalty as per Bank's guidelines.

- Banking is 24 hours service oriented sector and hence any technical problem should be resolved in 2 hours from the time of lodge of complaint.

- The bidder should be able to deliver and install the software solution within 10 weeks from the date of purchase order and initialisation of project.

3.3 Eligibility Criteria

1. The bidder should be a registered company in India as per Companies Act 1956 for a period of at least 5 years up to the date of issuance of this RFP. The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical bid.

2. The Bidder must have minimum annual turnover of Rs 10 Crores for each of the last three (3) financial years and should also be in operating profit during these three financial years. (Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover and profitability.) The Bidder should have earned profits during each of the last three financial years. In case the Bidder's company is having loss for the last 3 years, a confirmation is to be given that the current net worth is positive and bank may consider such bids after duly evaluating the financial strengths of the company.

3. Multiple Bids: Multiple bids from the one Bidder or one OEM are not permitted in response to this bid solicitation. Each Bidder & OEM must submit only a single bid. For the purpose of this bid solicitation, one bidder / OEM cannot participate in another bid, either by submitting a bid alone or by participating in another system integrator partner. More than one bid from one Bidder / OEM shall result in the rejection of all the submitted bids by bidder & OEM.

4. The bidder shall be responsible for complete end to end implementation of the solution including the necessary changes, configurations, customizations etc. in the existing Internet Banking solution which is product of Infosys. However, bank may help in coordinating with the existing solution/application
service provider. This will be bidder’s responsibility to integrate with banks internet banking application through Infosys. The cost of such integration has to be factored by the bidder under this RFP.

5. The bidder and proposed solution OEM (if OEM is not the bidder) should not have been blacklisted by Public Sector Bank or Govt Authority in India in the past. A self-declaration letter by the Bidder, on the Company’s letterhead should be submitted along with technical bid.

6. The bidder/OEM should be a Licensed Certifying authority in India and the license should be valid as on the date of bid submission. Supporting document towards same has to be submitted.

7. The bidder should have experience in implementing Digital Signature certificates/ PKI Authentication Solution integrating with Finacle eBanking at least one Public Sector Bank in India. Supporting document (Price & confidential terms masked PO/ Reference letter from bank / completion certificate) towards same should be submitted. Self-declaration will not be treated as supporting document.

8. The bidder shall provide supporting details (PO/Agreement/ Reference letter from bank) of at least 01 Bank in India where the proposed solution has been deployed in the application apart from Finacle Corporate / Retail Internet Banking application of that Bank through API/Web-services mode only. This criteria shall ensure that the Bank is investing into a solution that has established capability to be extended to the Bank’s other applications on short deployment notice, if the business need so arises. Self-declaration will not be treated as supporting document.

9. The bidder services must be found satisfactory and if required some POC might have to be developed for demo before actual bidding.

10. The bidder should be able to install the software solution and deliver all Bank’s requirements on DSC/PKI with good quality, within 10 weeks from the date of purchase order.

(Above details are MANDATORY and are to be included in technical bid. Without the above details, the Bid is liable to be rejected.)

3.4 Cost of Bidding

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

B. The Bidding Documents
3.5 Content of Bidding Documents

3.5.1 The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:

(a) PART 1 - Invitation to Bid (ITB)
(b) PART 2 - Disclaimer
(c) PART 3 - Instruction for Bidders (IFB)
(d) PART 4 - Terms and Conditions of Contract (TCC)
(e) PART 5 - Functional Specifications (FS)
(f) PART 6 - Bid Forms, Price Schedules and other formats (BF)
(g) PART 7 - Other Terms and Conditions. (OTC)

3.5.2 The bidder is expected to examine all instructions, forms, terms and specifications 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 the Bid.

3.6 Clarification of Bidding Documents

3.6.1 Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Invitation to Bid on or before 18-06-2015 upto 03.00 pm.

3.6.2 A pre-bid meeting is scheduled on 22-06-2015 at 12.00 pm. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank’s Website.

3.7 Amendment of Bidding Documents

3.7.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

3.7.2 Notification of amendments will be put up on the Bank’s Website and will be binding on all Bidders.

3.7.3 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 a reasonable period as decided by the Bank for the submission of Bids.
3.8 Language of Bid

3.8.1 The Bid prepared by the Bidder, 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.

3.9 Format and Signing of Bid

3.9.1 Each bid shall be in two parts:

Part I- Technical Proposal.

Part II- Price Proposal.

The two parts should be in two separate covers, each super-scribed with the name of the Project as well as “Technical Proposal” and “Price Proposal” as the case may be.

3.9.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.9.3 Any inter-lineations, erasures or overwriting shall be valid only if they are signed by the person signing the Bids. The Bank reserves the right to reject bids not confirming to above.

3.10 Documents Comprising the Bid

3.10.1 Documents comprising the Technical Bid Envelope, should contain the following:

a. Organizational Profile as per format 6.10.

b. Conformity to Eligibility Criteria in accordance with clause 3.4 as per format 6.16.

c. Bid Form as per Format 6.1.1 and duly signed by the Bidder.

d. Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to Part 5 of the Bidding Document.

e. Non-Disclosure Agreement as per Format 6.2.
f. Bid Security deposit of Rs.5,00,000/- (Rupees One lakhs only) as specified in Clause 3.17.

g. Manufacturer’s / Producers’ authorization form as per format 6.8 wherever applicable.

h. Service Support Details form as per Format 6.11.

i. Bidders undertaking for support services as per format 6.14 that adequate specialized expertise are available to ensure the fault free operation of the proposed solution and maintenance during the support period.

j. A Complete Bill of Material with quantity, module name, version etc. as per format 6.13. Please note that no price should be mentioned in this Format.

k. A full description of the Technical Solution and its compliance, which must provide an acceptable solution as described in PART 5: Functional Specifications in the form of literature, drawing and data.

l. Details of Projects Handled / Referral Letters as per Clause 3.3.

While submitting the Bid, forms like those of Bid Security, MAF as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature on the proposed solution and annual accounts.

3.10.2 Documents comprising Price Bid Envelope, should be:

a) A Full Price Schedule of the Solution indicating all the components of the solution and services (Format 6.3) and format 6.13 with the prices, in one separate closed sealed cover.

b) The Bid as per Format 6.1.2 as furnished in the Bidding Documents duly signed by the Bidder and completed.

c) Price bids containing any deviations or similar clauses will be summarily rejected.

3.11. Bid Submission
The Bidder shall complete both the Envelopes of the Bid Forms furnished in the Bidding Document separately. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

3.12. Bid Prices

3.12.1 The prices indicated in the Price Schedule shall be entered in the following manner:

a) The total price quoted must be inclusive of cost of providing licenses, services for installation, testing and commissioning of the Solution and support, all applicable taxes, duties, levies, charges etc., as also cost of incidental services such as transportation, insurance, training etc., but exclusive of Service tax, Octroi or entry-tax which will be reimbursed on production of original receipts.

b) Prices quoted as above shall be valid for a three years from last date for submission of the tender.

*The Vendor cannot quote for the project in part.*

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

3.12.3 However, during the contract period, if the market price of services have been on the lower side, the Bank will request the vendor to revise the rates with mutual consent.

3.13. Bid Currencies

3.13.1 Bids are to be quoted in Indian Rupees only.

3.14 Documents Establishing Bidder’s Eligibility and Qualifications

3.14.1 The bidder shall furnish, as part of its Bid, documents establishing the bidder’s eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.

3.14.2 The documentary evidence of the bidder’s qualifications to perform the Contract if its Bid is accepted, shall establish to the Bank’s satisfaction:
that, in the case of a bidder offering to supply products and/or systems under the Contract which the bidder did not produce, the bidder has been duly authorized as per authorization format 6.8 given in the Bid, by the products’ producer to supply the products and/or systems in India;

b) that the Bidder has the technical capability necessary to perform the Contract as per format 6.10 (Organization Profile);

c) that adequate, specialized related software expertise is already available, to ensure that the support services are responsive, and the bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance till the end of support period.

3.15. Documents Establishing Eligibility of Products and Conformity to Bid Documents

3.15.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the bidding documents of all products and / or system and/or services, which the bidder proposes to supply under the Contract.

3.16. Bid Security

3.16.1 The Bidder shall furnish, as part of its Bid, a Bid Security as specified in Clause 3.10.1 (f).

3.16.2 The Bid security is required to protect the Bank against the risk of bidder’s conduct, which would warrant the security’s forfeiture.

3.16.3 The Bid security shall be denominated in Indian Rupees and shall be in one of the following forms:

a) a bank guarantee issued by a nationalized / public sector bank in India (other than Bank of India), acceptable to the Bank, in the form as per format 6.4 provided in the Bid, valid for one eighty (180) days beyond the validity of the Bid;

OR

b) a Banker’s Cheque / Demand Draft, issued by a nationalized/public/private sector bank in India, drawn in favour of “Bank Of India - RFP-Implementation of PKI using Digital Signature / Certificate based authentication in Internet Banking” and valid for three months.

3.16.4 Any Bid not secured, as above, will be rejected by the Bank, as nonresponsive.
3.16.5 Unsuccessful bidders’ Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiration of the period of Bid validity (i.e. not later than prescribed by the Bank).

3.16.6 The successful bidder’s Bid security will be discharged upon the bidder signing the Contract and furnishing the performance security as per format 6.6.

3.16.7 The Bid security may be forfeited:

a) if a bidder withdraws its Bid during the period of Bid validity specified by the bidder on the Bid Form; or

b) if a bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

c) in the case of a successful bidder, if the bidder fails;

   (i) to sign the Contract;

   OR

   (ii) to furnish Performance Security, as mentioned in Clause 3.34 herein.

3.17 Period of Validity of Bids

3.18.1 Bids shall remain valid for a period mentioned in Clause 7.2, from the date of opening of the Bid. A Bid valid for a shorter period shall be rejected by the Bank as non-responsive.

3.17.2 In exceptional circumstances, the Bank may solicit the bidders’ consent to an extension of the period of validity. The request and the responses thereto, shall be made in writing. The Bid security provided shall also be suitably extended. A bidder may refuse the request without forfeiting its Bid security.

D. Submission of Bids

3.18. Sealing and Marking of Bids

3.18.1 The Bidders shall seal the envelopes containing “Technical Bid” and “Price Bid” separately and the two envelopes shall be enclosed and sealed in an outer envelope. The Bidder should additionally submit soft copies of the Technical Specification in the form of CD.

3.18.2 The inner and outer envelopes shall:
RFP for Implementation of PKI using Digital Signature / Certificate based authentication in Internet Banking

a) be addressed to the Bank at the address given; and

b) bear the Project Name "Bank Of India - RFP - Implementation of PKI using Digital Signature / Certificate based authentication in Internet Banking", and a statement: "DO NOT OPEN BEFORE (mention respective bid opening dates)".

c) All envelopes should indicate on the cover the name and address of the bidder.

3.18.3 If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid’s misplacement or premature opening.

3.19. Deadline for Submission of Bids

3.19.1 Bids must be received by the Bank at the address specified, no later than the date and time specified in the Invitation to Bid.

3.19.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline as extended.

3.20. Late Bids

3.21.1 Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

3.21. Modification and Withdrawal of Bids

3.21.1 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.

3.21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

3.21.3 No Bid will be modified after the deadline for submission of Bids.

3.21.4 No Bid will be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the bidder on
E. Bid Opening and Evaluation

3.22 Opening of Bids by the Bank

3.22.1 The bidders’ names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

3.22.2 Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.23. Clarification of Bids

3.23.1 During evaluation of the Bids, the Bank, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

3.24 Preliminary Examination

3.24.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.24.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

3.24.3 The Bank will first examine whether the Bid and the bidder is eligible in terms of Clause 3.3.

3.24.4 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 Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, AMC and Force Majeure 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. The Bank reserves the right to evaluate the bids on technical and functional parameters, including possible visit to inspect live site/s of the Vendor and/or witness demos of the system and verify functionalities, response times, etc.

3.24.5 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. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

3.24.6 Only those bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised / updated Technical & Functional Specification (if any) arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh “Price Bid” which should either be equal to or less than the Prices quoted in the Original Price Bid. The Original and revised price bids as above would then be opened in the presence of the bidders’ representatives on a specified date and time to be intimated to the respective bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.

3.25 Technical Evaluation

3.25.1 Only those bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions during the preliminary evaluation, would be taken up by the Bank for further detailed evaluation. Those Bids, which do not qualify the eligibility criteria and all terms during preliminary examination, will not be taken up for further evaluation.

3.25.2 The Bank may use the services of external consultants for technical evaluation.

3.25.3 The Bank reserves the right to evaluate the bids on technical and functional parameters, including visit to inspect live site/s of the bidder and witness demos of the system and verify functionalities, response times, etc in which all the travelling/lodging etc. expenses will be borne by the Bidder.

3.25.4 The Bank will do the evaluation on the responses provided by the bidder in the Format 6.16.

3.25.5 Bank reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Bank’s opinion it is found to be minor deviation or acceptable deviation.

3.25.6 Bill of Materials (with Masked Price Schedule) submitted along with Technical Bid will be first evaluated and if the Bank, during the evaluation, deems it fit,
may request bidder to revise the bill of materials submitted originally in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise the price bid submitted, it will be considered non-responsive and accordingly rejected.

3.25.7 During evaluation of the Bids, the Bank, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

3.26 Opening of Price Bids

3.26.1 Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids.

3.26.2 The Technical Bids will be evaluated as per eligibility criteria. Thereafter the Bank reserves the right of selection of vendor by opening of Commercial Bids (who are found eligible after evaluation of Technical Bids).

3.26.3 After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price Bids.

3.26.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

3.26.6 The Bank’s evaluation of a Price Bid will take into account, in addition to the Bid price quoted, one or more of the following factors:

a) Deviations in payment schedule & Delivery Schedule from that specified;

b) Deviation in prices quoted;

c) Other specific criteria indicated in the Bid and/or in the Technical & Functional Specifications & Price schedule.

3.26.7 For factors retained in the Bid, one or more of the following quantification methods will be applied:
RFP for Implementation of PKI using Digital Signature / Certificate based authentication in Internet Banking

(a) Payment schedule.

The **TCC Clause 7.15 under Part 7** stipulates the payment schedule offered by the Bank.

(b) Delivery Schedule:

The products and/or Systems and/or Services covered under this bid are to be supplied, installed and commissioned within the period mentioned in 7.13. No credit will be given to early deliveries. For delayed deliveries an adjustment of 0.5% of the Bid price per week or part thereof will be added to the price bid for evaluation of Bids.

(c) Quotation of Prices for all Items.

The Bidder should quote for complete consignment of items proposed / listed in this Bid. In case, prices are not quoted by any bidder for any specific item / product / service for the purpose of evaluation, the highest of the prices quoted by other bidders, participating in the bidding process, will be reckoned as the notional price for that product / service, for that bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other bidders (whose Price Bids are also opened) for that product / service will be reckoned. This shall be binding on all the bidders. However, the Bank reserves the right to reject all such incomplete bids.

3.27 Contacting the Bank

3.27.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid, to the time the Contract is awarded.

3.27.2 Any effort by a bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award, may result in the rejection of the bidder’s Bid.

F. Award of Contract

3.28. Post-qualification

3.28.1 All the bids, after their evaluation on the parameters mentioned above, would be arranged in ascending order and the L1 Bidder would be identified as one successful bidders.
3.28.2 If L1 Vendor fails to execute the order, Bank will be free to award the contract to L2 Vendor on the same terms at which the contract was awarded to L1 vendor.

3.29. **Bank’s No Commitment to Accept Lowest or Any Offer/Bid**

3.29.1 The Bank shall be under no obligation to accept the lowest bid and reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders, or any obligation to inform the affected bidder or bidders of the grounds for the Bank’s action.

3.29.2 After identification of L1 Bidder, the Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

3.30. **Award Criteria**

3.30.1 The Bank will award the Contract to the successful bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the highest evaluated Bid.

3.31. **Notification of Award**

3.31.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful bidder in writing or by fax, that its Bid has been accepted.

3.31.2 The notification of award will constitute the formation of the Contract.

3.31.3 Upon the successful bidder’s furnishing of Performance Security, the Bank will promptly notify each unsuccessful bidder and will discharge its Bid security.

3.32. **Signing of Contract**

3.32.1 At the time when the Bank notifies the successful bidder that its Bid has been accepted, the Bank will send the bidder the Contract Form as per format 6.5, incorporating all agreements between the parties.

3.32.2 Within the period prescribed in clause 7.4, from the date of receipt of the Form of contract, the successful Bidder shall sign and date the Contract and return it to the Bank.

3.33. **Performance Security**
3.33.1 Performance Security in the required format to be submitted by the successful bidder as per Clause 4.4.

3.33.2 Failure of the successful bidder to comply with the requirement of Clause 3.33.1 or Clause 3.33.2, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Bank may make the award to the next highest evaluated Bidder, i.e. L2, or call for new Bids.

**Note:** Notwithstanding anything said above, the Bank reserves the right to reject / award the contract to any vendor or cancel the entire process without assigning reasons thereto.

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4.1. **Definitions**

In this Contract, the following terms shall be interpreted as indicated:

4.1.1. “Solution” means Bidder to meet the functional requirements of the Bank indicated in Part 5 of this document.

4.1.2 “Supplier” is the successful bidder, who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.

4.1.3 “The Contract” means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto, and all documents incorporated by reference therein;

4.1.4 “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

4.1.5 “The Product” means the Digital Signature / Certificate based authentication solution in Internet Banking which the Supplier is required to supply to the Bank under the Contract;

4.1.6 “The Services” means those services ancillary to the supply of the Products, such as, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Supplier covered under the Contract;

4.1.7 “TCC” means the Terms and Conditions of Contract contained in this section;

4.1.8 In case of a difference of opinion on the part of the bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2 **Use of Contract Documents and Information**

4.2.1 The supplier shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, 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 so far as may be necessary for purposes of such performance.
4.2.2 The Supplier shall not make use of any document or information enumerated in this Bidding Document except for purposes of performing the Contract without the Bank’s prior written consent.

4.2.3 Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and shall be returned (all copies) to the Bank on completion of the Supplier’s performance under the Contract, if so required by the Bank.

4.2.4 The Bidder shall sign a Non-disclosure Agreement as per Format 6.2.

4.2.5 Service Level Agreement (SLA)

The vendor need to execute a Service Level Agreement with the Bank covering all terms and conditions of this tender. They need to strictly adhere to Service Level Agreements (SLA). Services delivered by vendor should comply with the SLA mentioned in the table below. SLA will be reviewed on a quarterly basis. SLA violation will attract penalties.

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<th>Level of uptime per month</th>
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<tr>
<td>99.95% and above</td>
<td>No Penalty</td>
</tr>
<tr>
<td>99.00% and above but below 99.95%</td>
<td>1% of total cost</td>
</tr>
<tr>
<td>98.00% and above but below 99.00%</td>
<td>5 % of total cost</td>
</tr>
<tr>
<td>97.00% and above but below 98.00%</td>
<td>10% of total cost</td>
</tr>
<tr>
<td>97.00% below</td>
<td>No payment and the bank also reserves the right to terminate the contract.</td>
</tr>
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Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.

4.3 Patent Rights/Intellectual Property rights

4.3.1 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 products 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 to claimant 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. The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.
4.4 **Performance Security**

4.4.1 Within the period prescribed under Clause 7.3 from date of receipt of the notification of Contract award, the Supplier shall furnish to the Bank, the Performance Security for an amount as per Clause 7.6 valid up to the period specified in clause 7.5.

4.4.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

4.4.3 The Performance Security shall be denominated in Indian Rupees and shall be by way of a bank guarantee issued by a nationalized / public sector bank in India (other than Bank of India), acceptable to the Bank, in the Format 6.6 provided in the Bid.

4.4.4 The performance security will be discharged by the Bank and returned to the Supplier not later than the period specified in clause 7.11, following the date of completion of the Supplier’s performance obligations under the Contract, including any obligations under the contract and following receipt of a performance guarantee for the annual maintenance equal to an amount specified in clause 7.14.

4.4.5 In the event of any contract amendment, the Supplier shall, within the period mentioned in clause 7.3 after receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period specified in clause 7.3. In the event of any correction of defects or replacement of defective software/products/system during the free support period, the free support for the corrected / replaced software/products/system shall be extended to a further period specified in clause 7.7. The performance guarantee for a proportionate value shall be extended by the period mentioned in clause 7.10, over and above the extended free support period.

4.5 **Inspection and Quality Control Tests**

4.5.1 The Bank reserves the right to carry out pre-shipment inspection by a team of Bank Officials, of any of the existing live installations of the Supplier, referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in the bidder’s office.

4.5.2 The Bank’s right to inspect, test and, where necessary, reject the proposed solution.
4.5.3 Nothing stated hereinabove shall in any way release the Supplier from any obligations under this Contract.

4.5.4 Manuals

4.5.4.1 Before the products/system is/are taken over by the Bank, the Supplier shall supply technical/systems manuals for all software supplied and for all interfaces etc. Operation and maintenance manuals for all systems and applications systems, covering at least the operations needed to start, run the system during operational day, close, restore, archive, recover from failures, and transfer to fallback system/site including business continuity plan to be provided by the vendor. User manuals for service branch, Branches, for all modules are to be provided for by the vendor. The manuals shall be in English.

4.5.4.2 Unless and otherwise agreed, the products and equipment shall not be considered to be completed for the purpose of taking over, until such manuals have been supplied to the Bank.

4.5.4.3 The Supplier shall provide one set of Design Manual, System Manual, User Manual and Security Manual for the Application Software. The Supplier shall also provide one Soft copy of each of the Manuals. Soft and Hard copy User manuals shall be provided, commensurate with number of installations of Products in the Bank.

4.5.4.4 Documentation should be comprehensive & include:

- Product Literature.
- Operating manuals.
- General Specifications.
- Operator Reference manuals for each operator task.
- Messages manuals.
- Documentation on troubleshooting.

4.6 System & Other Software:

For the System & Other Software, the following will apply:

The Supplier shall provide complete and legal documentation of subsystems, Licenses mentioned under Part-5. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

4.7 Acceptance Tests and Certificates:
4.7.1 The Acceptance criteria for the Procurement of Digital signature/ Certificate authentication solution are given under item 7.16.

4.7.2 On successful completion of the acceptance tests, receipt of deliverables, etc., and after the solution runs successfully after going live and Bank is satisfied with the working of the solution/system, the acceptance certificate in Format 6.9, signed by the Supplier and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the system/solution proposed.

4.7.3 Audit by Third Party
Bank or its authorized representative or Regulator authority may audit the operations of vendor which is related to activities assigned to them.

4.8 Delivery and Documents

4.8.1 Delivery of the products/software shall be made by the Supplier in accordance with the system approved/ordered. The details of documents to be furnished by the Supplier are specified hereunder:

i. 3 copies of Supplier’s invoice showing contract number, products description, quantity, unit price and total amount;

4.9 Incidental Services

4.9.1 The incidental services to be provided are as under:

(a) Furnishing manuals for each appropriate unit of the supplied Products, as mentioned under Clauses 4.8 and 4.33 of TCC;

(b) Maintenance and software updates of the supplied Products, technical support thereof for a period as specified in the Clause 7.12, from date of go live.

4.10 Annual Maintenance Contract/Software Assurance Support

4.10.1 The Supplier warrants that the products supplied under the Contract are of the most recent version and that they incorporate all recent improvements in design and / or features. The Supplier further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Supplier that may develop under normal use of the supplied products in the conditions prevailing in India. Professionally qualified personnel, who have expertise in system software supplied by the vendor, will provide these services.
4.10.2 The Supplier shall comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall make such changes, modifications and/or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

4.10.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this Annual Maintenance Contract.

4.10.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective products or part thereof without additional cost to the Bank.

4.10.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in Clause 7.9, the Bank may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights, which the Bank may have against the supplier under the Contract.

4.10.6 Software Assurance / Annual Maintenance for Software / off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.

4.11 Training:

4.11.1 For each module/database/middleware and third party utilities installed by the supplier, the Supplier is required to train the designated Bank’s technical in all aspects like resource management of hardware and software, storage allocation, backup management and end-user personnel to enable them to effectively operate and perform administration of the total system. The Supplier is required to conduct mandatory training for Software/customisations/database management for the administrators specified by the Bank without any additional cost.

4.12 Payment

4.12.1 Payment shall be made in Indian Rupees, as per Clause 7.15 for delivering, installing and commissioning the Solution.

4.12.2 All payment invoices should be supported with documents having delivery dates(with bank official signature and stamp) and Installation dates(with bank official signature and stamp). Bidder should ensure the submission of invoices
with mentioned documents, in absence of same delay in processing the invoices will be the responsibility of bidder.

4.12.3 The annual maintenance cost shall be paid at the end of each Quarter, subject to satisfactory services rendered, till that date.

4.12.4 Payment against Bank Guarantees:

i. For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a nationalized / public sector bank in India (other than Bank of India), acceptable to the Bank as per Format 6.7.

4.13 Prices

4.13.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

4.13.2 The Bidder will pass on to the Bank, the benefit of discounts, if any, announced in respect of the cost of the items for which orders have been placed during that period.

4.14 Change Orders

4.14.1 The Bank may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

(a) Technical and functional specifications
(b) Services to be provided by the Supplier.

4.14.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of Supplier’s receipt of Bank’s change order.

4.15 Contract Amendments

4.15.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.
4.16 Assignment

4.16.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank’s prior written consent.

4.17 Delays in the Supplier’s Performance

4.17.1 Delivery of the Products and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Bank in Clause 7.13.

4.17.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Supplier shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Bank shall evaluate the situation and may, at its discretion, extend the Suppliers’ time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.17.3 Except as provided in the above clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

4.18 Liquidated Damages

4.18.1 If the Supplier fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per or part thereof of contract price subject to maximum deduction of 10% of the total project cost or unperformed services for each week or part thereof of delay, until actual delivery, installation or performance as per clause 7 mentioned in RFP. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

4.19 Termination for Default

4.19.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
(a) if the Supplier fails to deliver any or all of the Products and Services, within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

OR

(b) if the Supplier fails, to perform any other obligation(s) under the Contract.

4.19.2 In the event the Bank terminates the Contract in whole or in part, it may procure, up on such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Supplier shall be liable to the Bank for any costs for such similar Products or Services of undelivered Product or services under the Contract & paid by bank to the supplier. However, the Supplier shall continue performance of the Contract to the extent not terminated.

4.20 Force Majeure

4.20.1 Notwithstanding the provisions of TCC, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

4.20.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Supplier 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.

4.21 Termination for Insolvency

4.21.1 The Bank may, at any time, terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.
4.22 Termination for Convenience

4.22.1 The Bank, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

4.23 Resolution of Disputes

4.23.1 The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.23.2 If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute even after a reasonably long period, 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 national forum.

4.23.3 The dispute resolution mechanism to be applied shall be as follows:

(a) In case of Dispute or difference arising between the Bank and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.

(b) Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and,
(d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

4.24 Governing Language

4.24.1 The governing language shall be English.

4.24 Applicable Law

4.25.1 The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

4.26 Addresses for Notices

4.26.1 The following shall be the address of the Bank and Supplier.

Bank’s address for notice purposes:

Bank of India,
Information Technology Department, Head Office,
Star House 2, 8th floor,
C-4, G Block, Bandra Kurla Complex,
Mumbai - 400 051

Supplier’s address for notice purposes (To be filled in by the Supplier)

..................................................................................................................................................................
..................................................................................................................................................................
..................................................................................................................................................................

4.26.2 A notice shall be effective when delivered or on effective date of the notice whichever is later.

4.27 Taxes and Duties

4.27.1 The total price quoted must be inclusive of cost of providing licenses, services for installation, testing and commissioning of the Solution and support, all applicable duties, levies, charges etc., as also cost of incidental services such as transportation, insurance, training etc., but exclusive of Service tax, Octroi
or entry-tax, CST/ VAT which will be reimbursed on production of original receipts. The Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier.

4.27.2 Income / Corporate Taxes in India:
The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

4.27.3 Tax deduction at Source:
Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

4.27.4 The Supplier’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.28 Supplier’s Integrity

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

4.29 Supplier’s obligations

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

The Supplier will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier’s negligence. The Supplier will
pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

_The Supplier_ is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanours.

_The Supplier_ will treat as confidential all 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.

### 4.30 Patent Rights/Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products 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.

### 4.31 Site preparation and installation

The Bank is solely responsible for the construction of the hardware site in compliance with the technical and environmental specifications. The Bank will designate the installation site before the scheduled installation date, to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation / commissioning of the software.

### 4.32 Commissioning of Solution

The Supplier is responsible for all unpacking and installation of Products. The Supplier will test all system operations and accomplish all adjustments necessary for successful and continuous operation of the software at all installation sites.

### 4.33 Technical Documentation

The Technical Documentation involving detailed instruction for operation and maintenance of the hardware (if any) and software is to be delivered. The language of the documentation should be English.
4.34 Right to use defective product

If after delivery, acceptance and installation and within the Warranty and AMC period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank’s operation.

4.35 Repeat Orders

4.35.1 Bank reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of one year from the date of acceptance of purchase order by the bidder.

4.35.3 The bank reserves the right to re-negotiate the price with the bidder for downward revision of the prices.
PART 5: FUNCTIONAL SPECIFICATIONS

The key system requirements are given below:

5.1 Functionality capabilities/modules:

The vendor has to implement the Digital Certificate/Signature based Authentication solution in such a manner that all the functional modules mentioned below are covered. Please note that the functionalities should be available in the software as a built in off the shelf functionality. The integration with the net banking application of the bank will happen only for deriving the user credentials and all the other functionalities are expected to be performed by the proposed software. The software is also expected to maintain its own database for capturing the details of the certificates registered by users, authorization by admin, details of validity of the certificates, logs of the login and digitally signed transactions etc. Also logs with regard to the usage of certificates should be readily retrieved in case of need from the application.

The digital signature certificate issued by outside India and acceptable to CCA of India may also be acceptable. The Bidder shall carry out preventive maintenance/ fine tuning (if required) at least once in a quarter in consultation with the Bank’s team during the support period and also needs to update the patches as and when required or if there is any change as per RBI instructions.

The solution should primarily have the following functional capabilities/Modules

5.2 Registration / Activation Module:

The solution should allow Internet Banking users of the Bank to self register/enroll their digital certificates issued by any authorised CA for authentication purpose. The system should also allow the administrator to activate and enable the user on registration. The system should further validate that the digital certificate is being authenticated & resides only on the FIPS complaint USB hard token and is not being passed from any other source such as desktop/browser etc. The other features include

- Process the mandate received from the customers for digital certificates through branches / online and register in the admin module.
- Registration/Deregistration by the admin.
- Automatically schedule/activate/deactivate a user certificate (admin)
- Fetch/update user certificate details (CRL lookup scheduler- certificate path/revocation check)
- Provide SMS to users after successful enrollments.
- Provide alerts to admin for new registrations
- Maker Checker for all admin levels
- Temporary blocking/de-blocking of the certificates by the admin
5.3 Transaction Authentication Module:

The Transaction Authentication should be done by means of a hard token Certificate (FIPS 140-2, level-2 or higher grade). The process of transaction authentication would imply that users would digitally authenticate and sign online transactions/files/documents etc. in the Internet Banking application. For the above process, the validation engine should check the authenticity and validity of the signer certificates (digital certificates) and thereby ensure a trusted source for transaction processing. Other features to include:

- Proven capability of Signature verification at Server level (not just certificate verification)
- Checking usage of valid digital certificates
- Adherence to pursuant and extant guidelines issue of RBI from time to time during the contract period. The changes required due to this are required to be provided as part of support provided to the Bank during the contract period.

5.4 Administration and Reporting module:

The administration module is an important feature which will act as a single point for access control, whereby Bank/administrator would be able to enable users to register and authenticate themselves. The said admin module should provide following features:

- Process the mandate received from the customers for digital certificates through branches and register in the admin module.
- User Certificate management (Manually/Automatically Adding, Deleting and Disabling user certificates as per instructions received).
- Certificate Management (Certificate Enablement, updating expired/revoked certificates through scheduled CRL Lookup & OCSP and providing user and administrator warning for certificates falling due for renewal).
- Maintain log of all digitally authenticated and signed transactions with facility for retrieval which can be used for purposes of non repudiation and legal enforcement. (Regulatory Compliance : RBI and Non- Repudiation under Information Technology Act -2000/08)
- Trace logs (User Operations)
- Audit logs (Admin user)

Comprehensive Reporting module should have the facility to generate the following:

- Statutory Reports (Based on RBI requirement/Internal Audit requirement, Ombudsman/other authorities in case of disputes etc)
• Forensic report from logs
• Comprehensive User level reports (Registered users certificates/ activated/ deactivated/ pending for activation etc.)
• Customized Reports as per Bank’s requirements.

5.5 Scalability and Interoperability:

The proposed PKI solution should be compatible and provide for interoperability as prescribed by the Guidelines of CCA, Govt. of India.

The security channel of PKI should support:
- PKCS#1, PKCS#5, PKCS#7, PKCS#11, PKCS#12, CMS
- X.509v3 and CRL
- OCSP, LDAP
- Algorithm Standards: RSA, RC4 SHA-1 and 2 Families at least.

The solution should provide for a reasonable scaling-up, with increased number of users; without much performance degradation. The system should support transaction authorization through the software for a minimum of 5000 concurrent users.

5.6 Quick Integration and OTSS capability:

Bank expects the solution to be a seamless OTSS (Off the Shelf software) which would be readily pluggable with the existing Internet banking applications with minimum development or configuration effort.

The proposed PKI should be compatible with at least the following:
• Database: MSQL 2005 and above / Oracle 10g & above
• Application Server: Web based e-banking Application from INFOSYS built on .net version 2.0 and application designed on IIS Architecture. To support any subsequent up gradation of Internet Banking on various platforms during the contract period.
• Operating System: Windows Platform
The **Technical compliance sheet is as below.** Please specify Y in the table below to indicate how the solution meets the Bank's requirement -

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Parameters - Functionality</th>
<th>Comply(Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Adherence to all requirements given in the RFP</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The solution shall have two components: the client side digital signing module (signer component) integrated with Bank’s Internet Banking solution and server side digital signature verification module (verification component)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The solution should offer digital signature based authentication the following functionality in Internet Banking • login authentication • Transaction authorization during funds transfer like NEFT, RTGS, Third party transfer, IMPS, etc • Upload files by the corporate for RTGS / NEFT/IMPS Upload, salary uploads and direct debit/credits.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Customer shall view the content of data while signing digitally.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The signer component shall be compatible with most used browsers like Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, safari etc in all existing version</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>The signer component shall sign the data using keys from USB Cryptotokens and other FIPS 140-2 level 2 or more compliant devices</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>The digital signature generated by signer component shall comply with internationally accepted standards like PKCS#1, PKCS#5, PKCS#7, PKCS#11, PKCS#12, CMS.</td>
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<tr>
<td>8</td>
<td>The solution shall have the capability to filter expired certificates as well as Class of digital certificates.</td>
<td></td>
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<tr>
<td>9</td>
<td>The solution shall be available in Java Applet, ActiveX or newer technologies like WebSockets for wider adoption in multiple browsers and operating systems</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>The proposed solution should be compatible with</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Database</strong>: MSSQL 2005 and above/oracle 10g &amp; above</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Application Server</strong>: Integration with Web based e-banking application from Infosys built on .net version 2.0 and application designed on IIS Architecture. To support any subsequent up gradation of Internet Banking on various platforms during the contract period</td>
<td></td>
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<tr>
<td></td>
<td><strong>Operating System</strong>: Windows Platform</td>
<td></td>
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<tr>
<td></td>
<td>The vendor should mention the requisite hardware and other system requirements for the solution as a part of the proposal</td>
<td></td>
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<tr>
<td></td>
<td>Requirements</td>
<td></td>
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<td>---</td>
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<tr>
<td>11</td>
<td>The solution shall comply with Application Developer Guidelines mentioned in the Interoperability Guidelines for Digital Signature Certificates issued by Controller of Certifying Authorities, Govt. of India.</td>
<td></td>
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<tr>
<td>12</td>
<td>The solution shall support real time digital signature verification and digital certificate validation including certificate expiry, trust chain validation and revocation checking.</td>
<td></td>
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<tr>
<td>13</td>
<td>The signature verification component shall be able to validate certificate through Online and Offline CRL and OCSP.</td>
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<tr>
<td>14</td>
<td>The solution shall accept X.509 v3 digital certificates issued by licensed Certifying Authorities in India.</td>
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<tr>
<td>15</td>
<td>The solution should have a web based management console.</td>
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</tr>
<tr>
<td>16</td>
<td>The solution should be able to integrate with the Bank of India’s Internet Banking Application through Secure mode. The solution must be currently operational using digital signature authentication in at least one Financial Institution/ Bank in India.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>The solution shall be capable of accepting minimum 5000 concurrent users and shall be scaleable based on bank’s requirement.</td>
<td></td>
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<tr>
<td>18</td>
<td>Support multi technology authentication like SMS / Web /eMail / Mobile OTP (OATH compliant) apart from digital signature for 2FA</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Adherence to existing and future RBI Guidelines on Public Key Infrastructure and Information Security dated Jan 2014, April 2013 and April 2011 respectively</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Support high end token devices that can display transaction data, or blue tooth enabled tokens for mobile devices</td>
<td></td>
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<tr>
<td>21</td>
<td>Solution User Friendliness - Display and ease of use</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Support multi-channel banking - Online Banking, CMS, Credit Card, etc</td>
<td></td>
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<tr>
<td>23</td>
<td>Proven capability of Signature creation at Client level</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Proved capability of Signature verification at Server level (not just certification verification)</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Proven capability of listing digital signature certificate from FIPS 140-2 level 2 compliant crypto tokens</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>The solution shall have an Admin module which can be connected with Bank's server and Single Signon for user authentication.</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>The Admin module shall be able to interact with e-Banking Admin module through API mode. The solution should be guarded against all vulnerabilities, including but not limited to OWASP (Open Web Application Security Project) top 10 attacks.</td>
<td></td>
</tr>
</tbody>
</table>
RFP for Implementation of PKI using Digital Signature / Certificate based authentication in Internet Banking

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Parameters - Technology &amp; Service</th>
<th>Comply (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supports multiple OS - Windows, Solaris, Linux and multiple Browsers - IE, Firefox, Chrome</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Access to authentication solution development team and shall have support team in Mumbai.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ease and swiftness of deployment with the Internet Banking application of Bank of India provided by Infosys.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bidder continuously enhancing offerings around DSC, keeping in mind the latest technological advances, regulatory standards and new threats</td>
<td></td>
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<tr>
<td>5</td>
<td>Application shall have the capability to sign XML, PDF and other documents</td>
<td></td>
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<tr>
<td>6</td>
<td>The solution shall be able to integrate mobile based signatures in future</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Parameters - Past Experience</th>
<th>Comply (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Solution implemented and running successfully in two banks in India with relevant project completion certificate.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Solution successfully deployed in Corporate Internet Banking as well as Cash Management System service for Bank</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The solution has been developed 2 years or more ago and is a mature solution</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Parameters - Organizational Flexibility &amp; Capability</th>
<th>Comply (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidder or OEM has engaged in a flexible manner with Bank of India in their interactions</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bidder or OEM has shown their technical capability of integrating with Infosys Finacle eBanking through their proposed solution</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bidder has taken efforts in understanding the Bank’s requirement through proactive technical interactions</td>
<td></td>
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<td></td>
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<td>---</td>
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</tr>
<tr>
<td>4</td>
<td>Bidder has engaged in sharing with the Bank information related to various regulatory and legal guidelines w.r.t. Digital Signature and its implementation thereby enabling an informed decision-making by the Bank for the requirement.</td>
<td></td>
</tr>
</tbody>
</table>
PART 6 - Bid Forms, Price Schedules and other formats

FORMAT – 6.1.1 - BID FORM (TECHNICAL BID)
(to be included in Technical Bid Envelope)

Date: ..................................

To:

Bank of India,
Information Technology Department,
Head Office
Mumbai-400 051.

Gentlemen:

Reg.: for Implementation of PKI using Digital Signature / Certificate based authentication in Internet Banking
Ref: BOI:HO:IT: dated

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the required solution, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver, install and commission the Solution in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

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

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

RFP for Implementation of PKI using Digital Signature / Certificate based authentication in Internet Banking
We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this .... day of .......................... 2015
(Signature) (Name) (In
the capacity of)

Duly authorised to sign Bid for and on behalf of _________________________________
FORMAT – 6.1.2
BID FORM (PRICE BID)
(to be included in Price Bid Envelope)

Date :..............................

To:
Bank of India,
Information Technology
Department, Head Office Mumbai-
400 051.

Gentlemen:

Reg.: for Implementation of PKI using Digital Signature / Certificate
based authentication in Internet Banking
Ref: BOI:HO:IT: dated
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged,
we, the undersigned, offer to supply and deliver the captioned solution, in conformity with the
said Bidding documents as may be ascertained in accordance with the schedule of Prices
attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the system in
accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed
by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the
Bank up to the period prescribed in the Bid which shall remain binding upon us.

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

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

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

Dated this ....... day of ......................... 2015

_________________________________  ______________________________
(Signature)                                      (Name)                (In the capacity of)

Duly authorised to sign Bid for and on behalf of

Confidential & Proprietary
FORMAT 6.2

NON-DISCLOSURE AGREEMENT

WHEREAS, we, ________________________________________, having Registered Office at __________________________________, hereinafter referred to as the COMPANY, are agreeable for doing an Microsoft Licenses for Bank of India, having its registered office at Star House 2, C-4, G Block, Bandra Kurla Complex, Mumbai – 400 051, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the Microsoft Licenses 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 Microsoft Licenses for Domestic and RRB Branches 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 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 notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to Microsoft Licenses for Domestic and RRB Branches, 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:
Place:
Date:
FORMAT – 6.3

Price Schedule

(Include in Price Bid Only – Not to be included in Technical Bid)

<table>
<thead>
<tr>
<th>Component</th>
<th>Total AMC Cost for 02 yrs after 03 yr warranty</th>
<th>Total Price (inclusive of 03 yr Warranty &amp; 02 yr AMC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Digital Certificate/Signature based Authentication solution Module to be deployed at DC and DR offices of Bank.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>One time Implementation cost of Digital Signature Authentication Solution and all other applicable cost( It should include implementation cost, cost for customization, Integration with Internet Banking, registration and activation process and any other factor as per bank’s / regulatory requirement etc, required for smooth running of the system), Third party licenses etc</td>
<td>N.A.</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All the vendors should note that they have to quote for all the components as mentioned above even if bank already holds some of them. L-1 will be evaluated based on all the above mentioned components only. Bank has the discretion to place the order to the selected vendor by excluding any of the components.

**Important Notes:**

1. Price quoted should be inclusive of all costs, duties, levies, and all other applicable charges excluding, services taxes, road tax, Octroi, CST/VAT / GST (as applicable) etc. as applicable in respective State,
2. There should not be any cost component apart from the above mentioned table. The total cost mentioned in the table above should include the whole amount required for implementation of the solution in the Bank.
3. In case of discrepancy between unit price and total price, the unit price shall prevail
4. In case of discrepancy between figures and words, the amount in words shall prevail.
5. No increase in costs, duties, levies, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.

Signature of Bidder :

__________________________
Name: __________________________
Business address: __________________________
FORMAT 6.4

BID SECURITY FORM

Whereas ........................................ (hereinafter called “the Bidder”) has submitted its Bid dated ................................ (date of submission of Bid) for the supply of ........................................ (name and/or description of the Products/system) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE ......................... (name of bank) of ......................... (name of country), having our registered office at ......................... (address of bank) (hereinafter called “the Bank”), are bound unto ............................... (name of Purchaser) (hereinafter called “the Purchaser”) in the sum of ________________________ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of ________ 2011.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:

   (a) fails or refuses to execute the Contract Form if required; or

   (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force up to and including forty five (45) days after the period of the Bid validity, i.e. up to __________, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bidder’s Bank)

Note: Presence of restrictive clauses in the Bid Security Form such as suit filed clause/clause requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid nonresponsive.
FORMAT 6.5

CONTRACT FORM

THIS AGREEMENT made the ......day of.............................., 2015. Between
........................................... (Name of Purchaser) (hereinafter called "the Purchaser") of the one
part and .................................. (Name of Supplier) of ......................... (City and Country of
Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited Bids for certain Products and services viz.,
........................................... (Brief Description of Products and Services) and has
accepted a Bid by the Supplier for the supply of those Products and services in the
sum of ..................................
(Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as
are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents of Bid No. BOI:HO:IT: dated
shall be deemed to form and be read and construed as part of this
Agreement, viz.:

a) the Bid Form and the Price Schedule submitted by the Bidder;
b) the Bill of Material;
c) the Technical & Functional Specifications;
d) the Terms and Conditions of Contract;
e) the Purchaser's Notification of Award;
f) Schedule of Dates, Amounts etc. (SDA)

2. In consideration of the payments to be made by the Purchaser to the
Supplier as hereinafter mentioned, the Supplier hereby covenants with the
Purchaser to provide the Products and services and to remedy defects
therein, in conformity in all respects with the provisions of the Contract.

3. The Purchaser hereby covenants to pay the Supplier in consideration of the
provision of the Products and services and the remedying of defects therein,
the Contract Price or such other sum as may become payable under the
provisions of the Contract at the times and in the manner prescribed by the
Contract.
Brief particulars of the Products and services which shall be supplied / provided by the Supplier are as under:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Brief description Of products &amp; Services</th>
<th>Quantity to Be supplied.</th>
<th>Total Price (₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL VALUE: (₹.)**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said ........................................ (For the Purchaser)
in the presence
of:........................................

Signed, Sealed and Delivered by the
said ........................................ (For the Supplier)
in the presence
of:........................................
FORMAT 6.6
PERFORMANCE SECURITY FORM

To: ____________________________ (Name of Purchaser)

WHEREAS ..................................................... (Name of Supplier) (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No.____________ dated,____________ 2015 to supply................. ..........................................................(Description of Products and Services) (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract,

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ................................................................. (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ........................................ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ........day of...................

Signature and Seal of Guarantors (Supplier’s Bank)
........................................................................
........................................................................
........................................................................
........................................................................
........................................................................

Address:.....................................................
........................................................................
........................................................................
........................................................................
........................................................................

Date : .....................................................
FORMAT 6.7

BANK GUARANTEE FOR ADVANCE PAYMENT

To: ______________________ (Name of Purchaser)
    ______________________ (Address of the Purchaser)
    ______________________
    ______________________ (Name of Contract)

Gentlemen:

In accordance with the provisions of the Terms and Conditions of Contract, to provide
for advance payment, ______________________ (name and address of Supplier)
(hereinafter called “the Supplier”) shall deposit with ______________________ (name of
Purchaser) a bank guarantee to guarantee his proper and faithful performance under
the said Clause of the Contract in an amount of ______________________ (amount of
guarantee* (in figures and words)).

We, the ______________________ (bank or financial institution), as instructed by
the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator
and not as Surety merely, the payment to ______________________ (name of
Purchaser) on his first demand without whatsoever right of objection on our part and
without his first claim to the Supplier, in the amount not exceeding
(amount of guarantee* in figures and words).

We further agree that no change or addition to or other modification of the terms of
the Contract to be performed thereunder or of any of the Contract documents which
may be made between ______________________ (name of Purchaser) and the
Supplier, shall in any way release us from any liability under this guarantee, and we
hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance
payment received by the Supplier under the contract until ________________
(expected date of last delivery).

Yours truly,

Signature and seal :
Name of bank/financial institution :
Address :
Date :

An amount is to be inserted by the bank or financial institution representing the
amount of the Advance Payment.
FORMAT 6.8
MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

No. ___________________ Date: __________________________

To: __________________________

Dear Sir:

Reg.: Licenses and Software Assurance
Ref: BOI:HO:IT: ___________________ dated __________________________

We __________________________ who are established and reputable manufacturers / producers of __________________________ having factories / development facilities at __________________________ (address of factory / facility) do hereby authorise M/s __________________________ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

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

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

(a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of such Products:

   i. notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

   ii. following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

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

Yours faithfully,

(Name of Producers)
FORMAT 6.9

PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF THE SOLUTION

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
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<tbody>
<tr>
<td>M/s.</td>
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</table>

Sub: Certificate of commissioning of Solution

This is to certify that the products / equipment / software has successfully gone live as detailed in accordance with the Contract/Specifications.

a) Contract No. ___________________ dated ____________________

b) Description of the Solution ____________________________

c) Quantity _____________________________________________

d) Date of commissioning and proving test ________________________

2. Details of products / services not yet supplied and recoveries to be made on that account:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Amount to be recovered</th>
</tr>
</thead>
</table>

3. The proving test has been done to our entire satisfaction and Staff have been trained to operate the Product.

4. The Supplier has fulfilled his contractual obligations satisfactorily*

   or

   The Supplier has failed to fulfil his contractual obligations with regard to the following:

   (a)

   (b)

   (c)
5. The amount of recovery on account of non-supply of Products is given under Para No. 2.

6. The amount of recovery on account of failure of the Supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature : _______________________
Name : _______________________
Designation with stamp : _______________________

* Explanatory notes for filling up the certificates:

(a) The supplier has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.

(b) The supplier has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.

(c) Training of personnel has been done by the Supplier as specified in the contract.

(d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Supplier, the extent of delay should always be mentioned.

**********
FORMAT 6.10

ORGANISATIONAL PROFILE

(Include in Technical Proposal Only – Not to be included in Price Proposal)

CONSTITUTION
1. Proprietary
2. Partnership
3. Private Ltd.
4. Public Ltd.

Established since
Commercial Production of the
solution on Offer started since

Address of Registered Office

Category
i. Software Producer / Developer (Principal)
ii. Hardware Manufacturer (Principal)
iii. System Integrator / Solution Provider (Third-party) iv. Any Other (please specify)

If Consortium, then specify name of members 1. 2.

Name Phone Nos. (with STD Codes)

Names of Proprietor/Partners/ Directors 1.
2.
3.
4.

Number of Engineers familiar with the solution being offered

Number of Total Employees

Solution being offered, sold so far to:

Purchaser, with full address and Details of contact person (Phone, Fax and E-Mail) Module s in Use Date of Sale Whether Warranty/AMC still continues
1.
2.

Note: Please support the above facts with documentary evidence. Please also attach Income-Tax Clearance Certificate (latest) Referral Letters from Clients mentioned above

Signature of Bidder: _______________
Name: _______________________
Business address: _______________

Place: _______________________

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FORMAT 6.11

Service Support Details Form

<table>
<thead>
<tr>
<th>City / Location</th>
<th>Postal Address, Telephone, Fax, E-Mail and Contact Details of Support Personnel</th>
<th>Office Working Hours</th>
<th>Number of Software Engineers capable of supporting the Software being offered</th>
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FORMAT 6.12

FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MAINTENANCE
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Bank Guarantee No.: .................................................... Date:..............................

To........................................................................... (Name of the Purchaser)

Whereas ........................................ (Name of the Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of contract No............... dated.......... to supply .......................................................... (Description of Products and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Annual Maintenance and Repairs of the entire system for next five years.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of Rs. ....................... (Amount of guarantee in words and figures) being 10% of the AMC Contract Price and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. ....... (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until ............... day of ................ ...........

Signature and Seal of Guarantors

..........................................................

Date: ............. .....

Note:

1. Suppliers should ensure that seal and code no. Of the signatory is put by the bankers, before submission of the bank guarantees.

2. Stamp paper is required for the bank guarantees issued by the banks located in India.
Format 6.13

Bill of Material

(To be included in Technical Bid)

A) **The Bidder should provide Bill of Material for hardware and software.**

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Quantity</th>
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</table>

Signature of Bidder: ______________________
Name: ______________________
Business Address: ______________________

Place: ______________________
Date: ______________________
Format 6.14

UNDERTAKING FOR SUPPORT SERVICES

To:

Bank of India,
Information Technology Department,
8th Floor, Star House,
C-5, G-Block, Bandra Kurla Complex Bandra (East), Mumbai-400 051.

Gentlemen,

Reg.: Reg.: for Implementation of PKI using Digital Signature / Certificate based authentication in Internet Banking
Ref: BOI:HO:IT: dated

We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and We assume total responsibility for the fault free operation of the solution proposed and maintenance during the support period.

Dated this ....... day of .................... 2015

__________________________________________________________________________

(signature) ____________________________________ (in the
(capacity of)
Duly authorized to sign Proposal for and on behalf of

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### Format 6.16
CONFORMITY TO ELIGIBILITY CRITERIA

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Eligibility Criteria</th>
<th>Compliance (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder should be a registered company in India as per Companies Act 1956 for a period of at least 5 years up to the date of issuance of this RFP. The Certificate of Incorporation issued by Registrar of Companies are required to be submitted along with the technical bid.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The Bidder must have minimum annual turnover of Rs. 10 Crores for each of the last three (3) financial years. <em>(Certified / Audited Balance Sheets and P&amp;L statements for last 3 years should be submitted in support of the turnover.)</em></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The Bidder should reported positive net worth during these three financial years as mentioned above. <em>(Certified / Audited Balance Sheets and P&amp;L statements for last 3 years should be submitted in support of the profitability.)</em></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The bidder/OEM should not have been blacklisted by any Public/Private Sector Bank or Govt Authority in India in the past. A self declaration letter on the Company's letterhead should be submitted along with technical bid.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Bidder / OEM should have been authorized as Certifying Authority (CAs) for issuance of Digital Certificate by Controller of Certifying Authority (CCA), Govt. of India and the license should be valid as on the date of bid submission. Supporting document towards same has to be submitted</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>The bidder should have experience in implementing Digital Signature certificates/ PKI Authentication Solution integrating with Finacle eBanking at least one Public Sector Bank in India. Supporting document <em>(Price &amp; confidential terms masked PO/ Reference letter from bank / completion certificate)</em> towards same should be submitted.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Should be able to deliver and install the software solution within 10 weeks from the date of purchase order.</td>
<td></td>
</tr>
</tbody>
</table>
### PART 7: OTHER TERMS AND CONDITIONS (OTC)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>Bid Security Amount</td>
<td>Rs.5,00,000/-</td>
</tr>
<tr>
<td>7.2</td>
<td>Bid Price Validity Up to</td>
<td>3 Years</td>
</tr>
<tr>
<td>7.3</td>
<td>Period within which Performance Security or Amendment thereto is to be</td>
<td>21 days</td>
</tr>
<tr>
<td></td>
<td>submitted by the Successful Bidder upon notification of Award of Contract</td>
<td></td>
</tr>
<tr>
<td>7.4</td>
<td>Period within which the Successful Bidder should Sign the Contract after</td>
<td>7 days</td>
</tr>
<tr>
<td></td>
<td>receipt of the Form of Contract.</td>
<td></td>
</tr>
<tr>
<td>7.5</td>
<td>Period of Performance Contract (from the Date of Award of Contract) (read</td>
<td>To be valid till end of AMC period</td>
</tr>
<tr>
<td></td>
<td>with with 7.14)</td>
<td></td>
</tr>
<tr>
<td>7.6</td>
<td>Performance Security Amount</td>
<td>10% of Amount of contract</td>
</tr>
<tr>
<td>7.7</td>
<td>Warranty support period for the entire Solution (refer 4.9.2)</td>
<td>12 months from date of user acceptance</td>
</tr>
<tr>
<td>7.8</td>
<td>User Acceptance tests</td>
<td>Refer : 7.17, 7.18</td>
</tr>
<tr>
<td>7.9</td>
<td>Period within which Supplier to remedy defects after having been notified</td>
<td>2 hours</td>
</tr>
<tr>
<td></td>
<td>of the same</td>
<td></td>
</tr>
<tr>
<td>7.10</td>
<td>Required period of validity of the Performance Security after the completion</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of performance</td>
<td>3 years</td>
</tr>
<tr>
<td>7.11</td>
<td>Period within which Bank will return the Performance Security subject to</td>
<td>90 days</td>
</tr>
<tr>
<td></td>
<td>terms mentioned in clause 4.6.4</td>
<td></td>
</tr>
<tr>
<td>7.13</td>
<td>Period within which Products / Services under the Contract are to be</td>
<td>Delivery within 10 weeks from date of Purchase Order (PO).</td>
</tr>
<tr>
<td></td>
<td>installed/commissioned from the Date of signing of Contract</td>
<td></td>
</tr>
<tr>
<td>7.14</td>
<td>Amount of Bank guarantee required for AMC</td>
<td>10% of AMC Price</td>
</tr>
<tr>
<td>7.15</td>
<td>Payment shall be made in Indian Rupees, as per the following</td>
<td></td>
</tr>
</tbody>
</table>

1. Software cost to be paid 30% on UAT sign off and 70% on successful completion of 06 months after the date of go live.
2. AMC / Software Assurance : Quarterly; at the end of each quarter
7.18 **Project Reporting**

7.18.1 Bidder should submit a weekly report on the development of the project along with reasons of delay, if any, till date of full commissioning.

7.18.2 Periodical meetings will be held between the Bidder and the Bank, to review the progress and the Bidder will be required to attend all such meetings.

7.19 **System maintenance and support**

7.19.1 The Bidder should, implement upgrades during the contract period free of cost.

7.19.2 The Bidder should provide changes and upgrades with regard to changes in statutory requirements at the earliest and free of cost during the contract period.

7.19.4 The Bidder should be able to comply with the service Level requirements.

*******