

**Request For Proposal
For
Supply & Maintenance of STQC/UIDAI Specification Complied
Finger Print Devices**



Version	SIB/DBD/2017/1.0
Date of issue of RFP	01/08/2017
RFP Reference Number	DBD/01/2017
Last date for Receipt of Proposal	05/08/2017 5PM

**The South Indian Bank Ltd.,
Digital Banking Department,
3rd floor, SIB Buildings, Infopark Road,
Rajagiri Valley, Kakkanad,
Ernakulum, KERALA – 682039**

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to vendor(s) or applicants whether verbally or in documentary form by or on behalf of The South Indian Bank Limited, is provided to the vendor(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 document is not an agreement and is not an offer or invitation to bid by The South Indian Bank Limited to any parties other than the applicants who are qualified to submit the bids (“vendors”). The purpose of this RFP is to provide the vendor(s) with information to assist them in formulation of their proposals. This RFP does not claim to contain all the information each vendor may require. Each vendor 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. The South Indian Bank Limited 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. The South Indian Bank Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

I. INVITATION FOR BID:

The South Indian Bank Ltd, hereinafter called “The Bank” intends to invite Techno-Commercial bids from eligible Bidders to provide Fingerprint Scanners for use by Merchants on-boarded through Aadhaar Pay/BHIM Aadhaar or for other UIDAI specific requirements.

A complete set of Request for Proposal (RFP) can be obtained during office hours on all working days either in person or by Post/E-mail on submission of a written application. Alternatively, complete set of RFP for the above purpose can be downloaded from Bank’s official website www.southindianbank.com- Tender/Auction-RFP for Fingerprint Scanners. The hard copy of this document (RFP) procured from the Bank or downloaded from the official website, will alone be treated as authenticated copy for all purposes.

Bid Collection and submission details are given below.

Bid Reference number	:	RFP DBD/01/2017
Date of issue of RFP	:	01-08-2017
Last date and time for seeking Clarification	:	03-08-2017 5PM
Clarification Response from Bank	:	04-08-2017 5PM
Last date& time for submission of Bids	:	05-08-2017 5PM
Last date for final negotiation with the qualified bidders	:	On or before 31-08-2017
Bid submission fee (Non Refundable)	:	Nil

Address for submission of bids	:	Mr. Sony A Head – Digital Banking Department The South Indian Bank Ltd. SIB Building, 3rd Floor, Rajagiri Valley, Kakkanad, Ernakulam Kerala India - 682039
Contact Person	:	Mr. Sojan V J, Chief Manager, Digital Banking Department
Telephone	:	0484-3939300/3939393 Mobile: 09447704588
E-mail	:	mpay-dict@sib.co.in copy to sojan@sib.co.in

Note:-

- Before bidding, the bidders are requested to carefully examine the RFP Document and the terms and conditions specified therein. If bidder requires any clarification on this RFP, may notify the Bank in writing or by email at the Bank's mailing address indicated in the RFP on or before **07.08.2017, 5:00 PM**.
- The purpose of this RFP is to enable the bidder to communicate their qualifications and product specifications to facilitate the selection of appropriate Fingerprint Scanner devices.
- Bidders should notify the Bank if any error, omission, or discrepancy found in this RFP document on or before **04.08.2017 5:00 PM**.
- The check list for submission of annexures to be attached along with the bid are given in Annexure-1.
- All costs and expenses (whether in terms of time or money) incurred by the bidders in anyway associated with the development, preparation and submission of responses, including but not limited to attend the meetings, discussions, demonstrations and for providing any additional information required by Bank, will be borne entirely and exclusively by the bidders.
- The bidders must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- All bids (Technical & Commercial) must be submitted at a time by giving full particulars in separate sealed envelopes to the Bank's address within the time period specified above.
- The Bank reserves the right to accept or reject in part or full any or all the offers without intimating any reasons whatsoever.
- No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.
- Those technically qualified bidders may depute their representative/s (<3) to attend the negotiation meeting as per the time schedule intimated by the bank. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him to represent and attend the negotiation process on behalf of the bidder. The format of the authorization letter is given in Annexure-2.
- The scope of the services specified under this RFP is governed in accordance with the guidelines/specifications of UIDAI/STQC/RBI/NPCI/IDRBT with other relevant regulations or directions as applicable. Any changes made by UIDAI/STQC/RBI/NPCI/IDRBT or any other statutory authorities by way of amending the existing guidelines/specifications or issue of fresh guidelines/specifications on these matters shall automatically enlarge the scope of the work specified under this RFP and the duties of selected bidder shall deemed to be discharged only when the bidder complies with the revised guidelines issued on this matter.

- **The Bank expressly stipulates that the selection of bidder under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment and the services rendered in accordance with the scope of work defined under this RFP and are only a part of the assignment. The bidder shall perform all such tasks, render requisite services as may be required for successful completion of the project to the satisfaction of the Bank at no additional cost to the Bank, to attain the underlying objectives for which this RFP is floated.**
- The Bank reserves the right to change the dates mentioned above or in the RFP, which will be communicated through the Bank's web-site or through E-Mail.
- The term 'Project period/duration of project/tenure of project' used in this RFP includes Implementation period (1month), Comprehensive Warranty period (3 years) and the AMC period thereafter.
- Selected bidder, based on this RFP terms and conditions should supply, install and commission the devices, SDK/API/Device Drivers for integration with Merchant Aadhaar Pay application or as per the UIDAI requirements to the satisfaction of the Bank. Bank may have procured MAP from another vendor/in house developed solution.
- The necessary details regarding hardware and supporting software specifications (including the licenses required or free wares if any) to be submitted at the time of bid submission. The hardware/related software to be suggested in accordance with the UIDAI/STQC specifications/requirements or as per Bank's requirement mentioned in the RFP.

II. Who can submit the Bids?:

- a. The bid shall be submitted by either an OEM (Original Equipment Manufacturer/ Product Vendor) or SI (System Integrator). The term bidder used in this RFP refers to the entity who has submitted the bid.
- b. One bidder cannot submit more than one bid.
- c. The bidder is responsible to carry out the entire end to end implementation of the devices/drivers/SDK's and integration in conjunction with the other vendor of Bank/ Bank's Team, who develops/support Merchant Aadhaar Pay application, as per the scope of work specified in this RFP.
- d. If the bidder intends to partner with another entity to complete the entire assignment, they should clearly specify in the bid the name of that entity (i.e. OEM/SI) with whom they proposes to partner. Further the bid should clearly spell out the tasks proposed to be undertaken by the partner. If any of the functional/technical requirements is achieved with the help of partner, details of such requirements shall be mentioned in the bid and during the product demonstration the partner shall display his capability in achieving the aforementioned requirements. The partner is also required to

fulfill the eligibility criteria specified in this RFP and the bidder is responsible for furnishing the required details to check the eligibility of partner.

- e. The Bank shall enter into the contract only with Authorised Vendor and the contract shall clearly outline the obligations to the Bank during the course of implementation and thereafter.
- f. One OEM vendor cannot act as a partner for more than two SI's who had submitted the bid.
- g. The Bank intends to procure devices and respective drivers/sdk for integration with Merchant Aadhaar Pay application or other applications with comprehensive warranty and AMC thereafter. The Bank should have the ownership and right to use without any restriction in any nature and at all geographic locations.
- h. All the new software release/version / upgrades or otherwise for any reason should be made available to the Bank at free of cost during warranty and till AMC periods and the Bank is not liable to pay / oblige SI or any OEM any additional charges / fees pertaining to third party royalty charges etc. in this regard, also this should not be the reason to restrict the Bank from upgrading to the new release / new version of the software. All statutory changes are to be incorporated as per the guidelines and timeline specified without any additional cost to the bank including Warranty and AMC Periods.
- i. The bidder shall adhere with the requirements in the RFP, subjected to the satisfaction of the Bank in this RFP

Sony A
Deputy General Manager, Digital Banking Department
The South Indian Bank Ltd, Ernakulam.

I. ABOUT OUR BANK

The South Indian Bank Ltd, a Banking Corporate constituted under the Companies Act 1913, having its head office at SIB House, T.B. Road, Mission Quarters, Thrissur 680 001 and having Branch Offices all over the country (hereinafter referred to as “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns). We are one among the pioneers in the technology driven banking arena, known for its consistent growth and unparalleled customer service started its journey on 29th January, 1929 in Thrissur, the cultural capital of Kerala. The South Indian Bank Ltd. is first among the private sector banks in Kerala to become a scheduled Bank in 1946 under the RBI Act. With a pan India presence of 851 branches, 51 Extension Counters and more than 1300 ATMs, committed & skilled personnel and the robust technology platform, we are well equipped to grow as a customer oriented repository of savings. From the inception, the Bank has been a trend setter in the technological advancements among Private Sector players, implementation of CBS being the first example. Now we have upgraded to the latest version i.e., Finacle 10.

The employees of the Bank with an average age of 34 years have been relentlessly innovative and their ideas have set the Bank at the forefront of technological progression. Our widely accepted array of online services like Internet Banking, Mobile Banking, Online shopping make any time banking reality. Bank has been enriching mobile based applications with features vary from Augmented Reality, Scan&Pay, Generate QR Code for Payments, Shake to transfer, Shake to know account balance facilities to various other auxiliary services like EMI calculator, Branch/ATM locator, Forex rates, deposit Rates and Recharge Options, which has set a new momentum to personal banking services. The Bank is moving ahead with well set targets, clearly defined priorities, redrawn road maps fuelled with an aroma of optimism, to fulfill the vision of converting our Bank to a 'Retail Banking Powerhouse'.

II. TERMS & ABBREVIATIONS USED IN THIS DOCUMENT:

- ‘Project/Works’ means the supply, configuration, implementation, testing and documentation of the Device, SDK/API, Device Drivers and the network components and its integration with the Merchant Application, which runs on Android/Windows based mobile/tablet and thereafter the maintenance for the device/drivers/SDK’s at the respective merchant/bank/customer locations.
- ‘Vendor’ means the entity, who has submitted the Bid documents for the said ‘Works’ with the intention of submitting a competitive quotation and as certified/complied with STQC/UIDAI/RBI requirements for implementing Merchant Aadhaar Pay solution and for the execution of Works in accordance with terms specified in this document.
- ‘Bank’ means the South Indian Bank.
- ‘NDA’ Non Disclosure Agreement.
- ‘SLA’ means Service Level Agreement which is given after the selection of the appropriate vendor by the bank and who has been awarded the purchase order for the works.
- ‘Successful vendor’ means the vendor whose bid is accepted by the bank and been awarded the purchases order/ contract work.
- ‘RFPQ’ means Request for Proposal & Quote.
- The following are the abbreviations and their expansions used in this document.

Abbreviation	Expansion
UIDAI	Unique Identification Authority of India
STQC	Standardization Testing and Quality Certification
CBS	Core Banking Solution
RBD	Retail Banking Department
MAP	Merchant Aadhaar Pay
OTG	On the GO
POC	Proof of Concept
RBI	Reserve Bank of India
DBD	Digital Banking Department
NPCI	National Payments Corporation of India
IDRBT	Institute of Development and Research in Banking Technology.
NDA	Non Disclosure Agreement
SLA	Service Level Agreement

III. **BACK GROUND:**

A. **Objective of RFP**

The Bank has decided to float this RFP to achieve the following objective:

- 1) To appoint a competent party through an open/hybrid (or combination of both) tendering process for procuring UIDAI/STQC Certified Fingerprint Scanners for the purpose of doing various Aadhaar based transactions from different channels and applications like Merchant Aadhaar Pay/BHIM Aadhaar, etc.
- 2) Bank is seeking for a **slabwise** price for the devices and the pricing on a **cumulative lot**.
- 3) Bank is planning to purchase 400 Finger Print scanner devices in a phased manner. Bank will issue PO for each lot of 50 in numbers as per the requirement.

B. **Responsibilities of bidder:**

Successful bidder selected based on the evaluation criteria specified in this RFP should;

- 1) Set up, installation and testing of the required Hardware/Software and integration with Merchant Aadhaar Pay application.
- 2) On awarding the contract, the bidder should gain understanding of the functioning of the Merchant Aadhaar Pay platform and the integration of Device/Drivers/SDK's with the respective Application developed by another Company/Bank. The bidder shall prepare a Business requirement Document based on the requirements of the RFP. The bidder shall undertake to obtain Bank's approval of the Business requirement documentation (over and above Functional Requirements Specifications and System requirement Specifications) and associated project plans before work commences. The document should provide the plan in detail based on the criticality of the requirements.

- 3) Ensure that Device/Driver/SDK solution being supplied should be capable to get integrated with the Merchant Aadhaar Pay application and delivery of devices to different locations of merchants/customer/bank/other offices across India.
- 4) Ensure that the solution offered should have clear licenses. In case free wares are to be used the same has to be procured and provided to the bank. Also the vendor has to ensure that the freeware can be used by the Bank for running the required solution.
- 5) Impart training on proposed solution to designated personnel of the Bank for handling the system.
- 6) Ensure that the proposed solution is in compliance with UIDAI/STQC/RBI/NPCI/IDRBT requirements and other relevant regulatory guidelines. Any instances of non-compliances observed will need to be rectified well within timelines stipulated by the Bank. Incorporate changes in the system arising on impact of amendment to regulations/Bank's policy at no additional cost and well within timelines stipulated by the regulator.
- 7) Assist the Bank comprehensively for integrating the Merchant Aadhaar Pay application with the Device/Drivers/SDK solution to achieve the workable condition, as per the satisfaction of the bank.
- 8) Provide modular wise user manual as well as Administrator Manual including logic used, Analysis done, methodology, etc. pertaining to Device/Drivers/SDK's to the Bank and any changes/modifications/upgrades shall have updates on the respective documents, as and when required.
- 9) In case the product/ solution/ vendor/ OEM/SI are amalgamated/ dissolved, the impact of such an event should not have any adverse implication on the service level/ time line/cost that is proposed for implementation of the solution. Such event would not dilute the responsibility of the successful bidder for completing the implementation within mutually agreed time lines.
- 10) The successful bidder shall provide technical support for the software application/device/drivers/sdk's supplied under this contract, and will have overall responsibility of the performance, functionality and operation of the systems under this contract. Any supporting software provided/installed/configured by the bidder for smooth functioning shall be maintained/fine-tuned/parameterized by the bidder from time to time, so that the solution delivers optimal performance.
- 11) Security features should meet the standards and procedures as per Bank's IT Security Policy and procedures should be followed, in line with prevailing Industrial Standards.
- 12) The bidder to provide the Bank with the proper backup and recovery procedure, with necessary documents so as to meet any exigencies.
- 13) Treat all data and information about the Bank obtained during in the execution period and thereafter, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Bank. A non-disclosure agreement should be signed between Bank and bidder. The format of non-disclosure agreement form is given in Annexure-3.
- 14) Bidder shall provide only Registered Devices as per UIDAI/STQC specification/guidelines and should have Key Management platform, without any additional cost to the Bank.

IV. SCOPE OF WORK:

Broad Scope:

- 1) The Bank intends to procure Fingerprint Scanners for the purpose of doing various Aadhaar based transactions from different channels and applications like Merchant Aadhaar Pay/BHIM Aadhaar, etc.
- 2) Vendor should maintain the devices during the comprehensive Warranty Period of 3 years and during the AMC period thereafter.
- 3) Vendor needs to deliver the devices in a phased manner. Bank will issue PO for each lot of 50 in numbers as per the requirement.
- 4) The bidder needs to integrate with MAP application deployed by the Bank's solution provider.
- 5) Bank reserves the right to use the MAP application from any other vendors in the market, if decided by the Bank in the future. In this case, successful bidder shall support for the integration with the MAP deployed by the new vendor/application.
- 6) Offered Device should be able to integrate with Android/Windows environment and the necessary Drivers/SDK needs to be provided by the selected vendor.
- 7) The devices should meet STQC / UIDAI specifications of Registered Devices and there should be no storage or replay of biometrics. The devices also should be compatible with the Aadhaar Pay Application solution of the Bank.
- 8) The devices should have the capability to connect to mobile/tablet directly and using OTG/Micro USB.
- 9) The Finger Print Scanner Device must be integrated with the Bank's solution without any additional cost to Bank. Also, the vendor should be capable of upgrading the devices at a later stage as and when required by the Bank / NPCI/ UIDAI / STQC without any additional cost.
- 10) Bidder has to provide the necessary hardware/software/SDK/API for integration with the MAP application to bring in to the operational status as per the Bank's requirement.
- 11) The purchase order will be placed with successful vendor(s) in phases on the basis of business requirement.
- 12) Bidder should be capable of providing the Finger Print devices along with accessories of Hardware and software required to make the application operational.
- 13) Bidder needs to support and coordinate comprehensively with the application vendor(s) for integrating with the application.
- 14) Bank desires to procure Finger Print Scanner Device for the branches / offices / Merchants across the country, hence the selected bidder should work seamlessly throughout the country.
- 15) The bidder has to provide support and applicable patches as and when released by the OEM of the devices during warranty and thereafter during AMC period. Any observation raised by Regulators/Bank/STQC/Other Agencies from time to time should be rectified and fixed by the bidder within 1 week time after reporting without any additional cost.
- 16) The successful bidder will take total responsibility for supply of Registered Finger Print Scanner Devices and making them operational and maintaining them during warranty and AMC period.
- 17) The bidder should do successful POC with our bank's application within 7 days from the date of technical qualification of this tender or as per the Bank's specified date. The offer of those bidders who cannot complete the POC successfully within the specified time is liable to be rejected.
- 18) All and any cost associated with demonstrating the POC (including provision of Servers, technical resources, travel cost, boarding cost etc) will be to the account of the vendor and bank will not bear any cost.
- 19) Bank reserve its right to extend / shorten the period of POC if needed.

- 20) The POC would be done to check whether the quoted model meets the technical specifications as mentioned in Technical requirement.
- 21) Any vendor who is not complying with the above POC will be technically disqualified.
- 22) Vendors who have failed in the POC will automatically stand disqualified technically.
- 23) All Hardware and software should be legally purchased and necessary documents/certificates should be supplied along with devices.
- 24) The selected bidder should upgrade the device if the same goes out of support or there is a need for upgradation for compliance to regulatory guidelines during the contract period without any additional cost to the Bank.
- 25) For the devices, all security regulations under Aadhaar Act, 2016 (prohibiting local storage and replay of biometrics etc) should be complied with and with other relevant acts/specifications/guidelines.
- 26) The devices should meet the specifications of Registered Devices as defined by STQC / UIDAI.
- 27) The offered model should have UIDAI Certification as L0/L1 and in case of L0, upgradeable to L1 as per timelines specified by UIDAI without any additional cost to the Bank, which includes the Software/Upgrade/Drivers/SDK for making the respective application operational.
- 28) The device should adhere with UIDAI RD service guidelines, which should support for Device Management for required activities like key rotation, etc.
- 29) OEM/Vendors must have necessary infrastructure and arrangement in place for Registered Device management independently without any additional charges to the Bank. The bidder should have a setup in a highly secured environment with necessary security controls, which shall adhere with UIDAI/STQC specification/guidelines/acts.

Delivery:

- 1) The bidder is responsible for the implementation and integration of Device/Drivers/SDK's with the Merchant Aadhaar Pay application.
- 2) Bidder is responsible for the delivery of the finger print devices to the bank/merchant/customer locations, based on the Purchase Order issued.
- 3) Bidder to coordinate with the bank in respect of all the works relating to this RFP.
- 4) The bidder is responsible for delivery, transportation, transit insurance, storage, insurance up to acceptance by the bank/customer/merchant.
- 5) Bidder shall ensure compatibility of the hardware, software and other equipments that they supply with the hardware and software systems being used as per RFP.
- 6) Bidder shall adhere to the service level for the maintenance of equipment supplied by the bidder, which shall be submitted in detail for the successful bidder.
- 7) If any device is faulty at any location (customer/merchant/bank/other offices), there should be a system to lodge a complaint and the repairing/replacement shall be ensured as per the SLA, which shall be submitted in detail for the successful bidder.
- 8) The bidder should have the support across India to carry out the support and repairing/replacement which shall be ensured as per the SLA.
- 9) If the device is to be repaired, a replacement for the equipment shall be provided by the bidder.

V. Eligibility Criteria

Bidders meeting the following criteria are eligible to submit the Bids along with the supporting documents. If the Bid is not accompanied by all the required documents mentioned below, the same would be rejected.

Sl. No.	Details	Support Documents to be submitted
1.	Bidder should be a Government Organisation/PSU/PSE/registered partnership firm/LLP/ a limited company under Indian Laws / an autonomous Institution promoted by RBI/GOI.	Reference of Act/Notification, Registration Certificate or any document evidencing the formation of entity and full address of the registered office.
2.	The bid shall be submitted by either an OEM (Original Equipment Manufacturer/ Product Vendor) / SI (System Integrator). The term “bidder” used in this RFP refers to the entity who has submitted the bid.	Undertaking Letter that Bidder is OEM for Finger Print Scanners Or Certificate from OEM for SI as Bidder.
3.	Bidder should be a profitable organization for the last 3 years and should have average revenues in excess of INR 5 Crores for the last financial year.	Copy of the audited balance sheets along with Profit and Loss statement for the corresponding years and / or Certificate of the Chartered Accountant.
4.	The OEM should be a company and a have a local presence of support center locally in India.	Bidder should specifically confirm on their letter head in this regard.
5.	The Authorized Partner / Distributor / SI, etc. also should have direct presence or representative offices and support centres across India.	Bidder should specifically confirm on their letter head in this regard.
6.	Bidder should have facility to support the customers/merchant/bank across India during Warranty and AMC period as per SLA, which shall be submitted in detail for the successful bidder.	Bidder should specifically confirm on their letter head in this regard.
7.	3 Client references of the implementation in India should be provided for a similar deployment.	Client Details with Email/Landline/Mobile for whom the Bidder has executed similar projects. (Start and End Date of the project to be mentioned) 1. 2. 3.
8.	Bidder should not have been blacklisted	Self Declaration to be submitted by the

	for deficiency in service by any Public Sector / Private Sector Banks / RBI / UIDAI / IBA / NPCI / IDRBT.	bidder, which is subjected to the satisfaction of South Indian Bank.
9.	Past/Present litigations, disputes, if any	Brief details of litigations, disputes, if any are to be given on Company's letter head.
10.	One bidder cannot submit more than one bid.	
11.	Bidder should have supplied atleast 20000 Finger Print scanners to any Public Sector/Private Sector Banks during the last 2 years.	Copy of the order and / or Certificate of completion of the work with Make, Model, Capacity should be mentioned. Bidder should also furnish User Acceptance Test.
12.	The OEM should have supplied the offered model at least 30000 biometric scanners to any Public Sector/Private Sector Banks.	Copy of the order and / or Certificate of completion of the work. Bidder should also furnish User Acceptance Test.
13.	Finger Print Scanner Device Model offered should have STQC Certification and as per UIDAI Specification/Requirements.	Copy of the Certificate from STQC/UIDAI.
14.	Finger Print devices should have UIDAI Certification as L0/L1. In case of L0, upgradable/replacement to L1 as per timelines specified by UIDAI and without any additional cost to the Bank.	Certified copies of Certificates from UIDAI stating that the offered Finger Print devices are registered as L0/L1. If L0, an Undertaking Letter to be submitted for upgradable/replacement to L1, without any additional cost to the Bank.
15.	Deployment Methodologies	Documents on deployment framework, tools, templates & utilities to be provided.
16.	If the bidder intends to partner with another entity to complete the entire assignment, they should clearly specify in the bid the name of that entity (i.e. OEM/SI) with whom they proposes to partner. Further the bid should clearly spell out the tasks proposed to be undertaken by the partner. If any of the functional/technical requirements is achieved with the help of partner, details of such requirements shall be mentioned in the bid and during the product demonstration the partner shall display his capability in achieving the	

	aforementioned requirements. The partner is also required to fulfill the eligibility criteria specified in this RFP and the bidder is responsible for furnishing the required details to check the eligibility of partner.	
17.	Bidder should agree to the terms and conditions of Non Disclosure Agreement	Bidder should specifically confirm on their letter head in this regard.
18.	Bidder should agree to the terms and conditions of SLA, which shall be submitted in detail for the successful bidder.	Bidder should specifically confirm on their letter head in this regard.
19.	Offered Device should be able to integrate with Android/Windows environment and the necessary Drivers/SDK needs to be provided by the selected vendor.	Bidder should specifically confirm on their letter head in this regard.

VI. AMENDMENT OF RFP:

- At any time prior to the deadline for submission of bids, The South Indian Bank Limited, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the RFP by amendment.
- In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Bank, at its discretion, may extend the deadline for the submission of bid.
- All bidders who have procured this RFP document from the Bank shall be notified of the amendment in writing by e-mail or fax or post, and all such amendment(s) shall be binding on them.

VII. INSTRUCTIONS FOR BID SUBMISSION:

A. Request for Additional Information

- Bidders are required to direct all communications for any clarification related to this RFP, to the Designated Bank officials and must communicate the same in writing (address for communication is given in table titled 'Bid collection and submission details'). All queries relating to the RFP, technical or otherwise, must be in writing only i.e. either via physical or electronic mail. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidder in the manner specified.

B. Modification and Withdrawal of Bids

- The bidder may modify or withdraw its bid after the bid's submission, provided that The South Indian Bank Limited receives written notice addressed to Deputy General Manager, Digital Banking Department, SIB Building, 3rd Floor, Rajagiri Valley, Kakkanad, Ernakulam, Kerala-682039 and of the modification or withdrawal, before the expiration of deadline prescribed for submission of bids. In case

of modifications, the bidder is expected to resubmit entire bid. Only addendums/amendments will not be accepted.

C. Rejection / Acceptance of Bid

- The South Indian Bank Limited reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of The South Indian Bank Limited in this regard shall be final, conclusive and binding on the bidder.

D. Cancellation of Bid

- The South Indian Bank Limited reserves all right to cancel/re-issue/re-commence the entire bid process and or any part in case of any anomaly, irregularity or discrepancy in regard thereof without assigning any reason whatsoever, at the sole discretion of The South Indian Bank Limited. Any decision in this regard shall be final, conclusive and binding on the bidder.

E. Period of Validity of Bids

- **Validity Period:** -Bids shall remain valid for 180 days from the last date specified for submission of bids in this RFP. The South Indian Bank Limited holds the rights to reject a bid valid for a period shorter than 180 days.
- **Extension of Period of Validity:** - In exceptional circumstances, The South Indian Bank Limited may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable.

VIII. SUBMISSION OF BIDS

A. Mode of submission

- The bidder shall submit bid in a sealed and marked outer envelope. This outer envelope shall be marked as **"Bid for Supply and Maintenance of Finger Print Devices"**. The outer envelope shall contain following envelopes:
 1. **Envelope labelled as 'Eligibility criteria':**- This envelope shall contain the documentary proof and annexure required if any in respect of each of the criterion listed out in **Section-V**. The check list for submission of eligibility criteria is given in **Annexure-4**. This envelope shall without fail contain the profile of bidder and his partner if any as specified in **Annexure-5**.
 2. **Envelope Labelled as 'Technical Bid':** - The contents of this envelope shall assist us in evaluation of technical and functional requirements of the software/hardware/firmware solution. This envelope shall contain two envelopes, one for Functional and another for technical requirements. The envelopes shall contain the responses against the scope of work. In addition to the hard copy of the responses the envelope shall contain a CD containing the soft copy of responses.
- The correct information of the functional capabilities of product being offered should be reflected in the responses. Any additional information available, though not included in the form, may also be submitted.

- In addition to the envelopes mentioned above, this envelop shall contain all other contents of technical bid specified in this section.

Content of Technical Bid

- ✓ Implementation methodology as given in **Annexure-6**
 - ✓ Responses against functional and technical requirement specified in this RFP (as indicated in above paragraphs).
 - ✓ Reference site details in the format specified in **Annexure-7**
 - ✓ Details of past experience as specified in the **Annexure-8**
 - ✓ Any other relevant information
3. **Envelope titled 'Commercial Bid':** - The commercial bid should be given by the vendors in the format as shown in **Annexure -9** The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services. All taxes and other statutory deductions if any to be mentioned separately.
- The price should be quoted for each item, each unit with total cost, module wise, if modular. Prices for all items including optional items, if any, should also be mentioned. The pricing of the devices should be **slabwise** and the pricing shall be made on by the successful bidder on **cumulative lot**. AMC for each item year wise should be provided. The envelope labeled as commercial bid should include the following:
- ✓ The bid covering letter cum declaration format is given in Annexure-12
 - ✓ Details of cost of deliverables for each item as per Annexure-11
4. **Envelope titled 'Annexures':** - This envelope shall contain all the Annexures specified in this RFP, except for the annexures stipulated to be included in other envelopes. It shall also include documentary proof required for substantiating the information given in Annexure, if any. In addition to the annexures specifically listed out in this RFP this envelope shall also include:
- ✓ Technology, architecture of proposed solution, exact tools to be used
 - ✓ List of all software / tools to be used together
 - ✓ Tentative project time schedule and plan
 - ✓ Quality control setup and procedures to be followed
 - ✓ Implementation
 - ✓ Technical brochures and user manual
 - ✓ Delivery, Services, Comprehensive Warranty and AMC

IX. ADDITIONAL INSTRUCTIONS FOR BIDDERS

A. Software/Hardware

- i. The Bank reserves the right to audit the Application / Device /firmware/sdk by suitable Security Auditor/Auditors appointed by the Bank.
- ii. The Bidder shall provide complete legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others as

part of the project. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.

- iii. In case the Bidder is coming with software which is not its proprietary software, then the bidder must submit evidence in the form of agreement with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.
- iv. The bidder needs to produce certificates of quality control and certification done on the Device/Drivers/SDK's in the recent past.

B. Delivery, Installation & Integration

- i. The bidder will provide the Devices as per the order from the Bank along with the required drivers/sdk's for integration with Merchant Aadhaar Pay application.
- ii. The bidder has to provide comprehensive support for integrating Bank's Merchant Aadhaar Pay application with the successful bidder's Device/Drivers/SDK.
- iii. The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include **but not be limited to UIDAI/STQC/RBI or other Regulatory Authority, judicial courts in India/Aadhaar Act, 2016 or subsequent amendments.**

C. Acceptance of Device/Device Drivers/SDK's

- i. The BANK will accept the Device/Drivers/SDK's developed/customized software only after the successful implementation and integration with the Merchant Aadhaar Pay application with successful conduct of acceptance testing by the Bank's Team. Device//Drivers/SDK's will be considered to be accepted only after the BANK issues an acceptance letter to the vendor. The said Device/Drivers/SDK's may be audited for risk analysis application functionality and security features by Bank's IS Audit team or a third party vendor appointed by the BANK, if so desired by the BANK.

D. Inspection and Tests

- i. Bank or its representative shall have the right to inspect and/or to test the Device/Drivers/SDK's to confirm their conformity to the requirements/specifications mentioned in this RFP.
- ii. The inspections and test may be conducted on the premises of the vendor, at point of delivery and/or at the final destination. If conducted on the premises of the vendor all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank.
- iii. The inspection may be conducted on the Key Management Platform by the Bank or Bank appointed auditors at the vendor site.
- iv. Should any inspected or tested Device/Drivers/SDK's fail to conform to the specifications, the Bank may reject it, and the vendor shall either replace the rejected Device/Drivers/SDK's or make alterations necessary to meet specification requirements free of cost to the Bank.

E. Information Ownership

- i. All information processed, stored, or transmitted by successful Bidder's Device/Software belongs to the Bank. By having the responsibility to maintain the software, the Bidder does not acquire implicit access

rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

- ii. All data not limited to Finger Print Data should not get stored or replayed at any point of time and any deviation in this will have serious implications and debarred from the platform.
- iii. Any information considered sensitive by the Bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The Bank's decision will be final.
- iv. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful bidder shall exercise adequate judgment to decide if particular information is sensitive and consult with the Bank in case of doubts.

F. Adherence to Standards

- i. The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities in India. The Bank reserves the right to conduct an audit/ongoing audit of the services provided by the bidder. The Bank reserves the right to ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.

G. Security Configuration, Monitoring and Audit

- i. The bidder should support proactively the implementation of baseline security configurations for Devices/supporting firmware/drivers/sdk's in accordance with the industry best practices and Banks Board approved baseline documents.
- ii. Compliance with security best practices may be monitored by periodic security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audits plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.
- iii. The bidder shall take utmost care of the Key Management platform and shall ensure that the security controls are in place to avoid malpractices and fraud attempts.
- iv. Bank reserves the right to audit the successful bidder's premises and platform used for Key Management and its associated hardware/software.

H. Considerations for Proposed Hardware

- i. The Bidder should provide the detailed specifications for hardware required.
- ii. The bidder shall specify the suitable hardware and supporting software which shall deliver the best throughput and performance considering the present volumes and the sizing proposed.

I. Project Documentation and Manuals

- i. All works related to the assignment handled are to be well documented and will form the part of deliverables. They should be delivered both in hard copy and soft copy at the end of the each stage.

J. REPORTING PROGRESS

- i. The Bidder shall report progress of all the activities covered within the scope of work given in this RFP.

K. Warranty & Annual Maintenance

- i. The selected bidder shall support the product and its associated items/components including OS/firmware/sdk's during the period of warranty and AMC (if included in purchase order) as specified in scope of work in the RFP from the date of acceptance of the product by the South Indian Bank.
- ii. Warranty and AMC of the Device starts on acceptance of each device at the Bank/Office/Merchant Locations, if the product is getting delivered based on the requirements of the Bank.
- iii. During the warranty and AMC period (if desired), the bidder will have to undertake comprehensive support of the entire product (hardware/components)/ operating software/firmware) supplied by the bidder at no additional cost to the Bank. During the support period, Bidder shall maintain the product (hardware/software, etc.) to comply with the parameters defined for acceptance criteria and the Bidder shall be responsible for all costs related to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the site (s) in connection with the repair/replacement of the product (hardware/components/software or any component/part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iv. Onsite comprehensive warranty for the solution would include the replacement of spares, parts, kits, resolution of problem, if any, in solution.
- v. Warranty/AMC (if opted) for the system software/off-the-shelf software will be provided to the Bank as per the general conditions of sale of such software.
- vi. Support(Warranty/AMC, (if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/service providers. Undertaking is required to be submitted by the vendor, duly endorsed by the OEM that in case vendor fails to provide services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. The vendor will warrant products against defect arising out of faulty design, materials, etc, during the specified support period. The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating systems will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipments at his own cost including the cost of transport.
- vii. The VENDOR shall provide replacement equipment of any equipment is out of the premises for repairs.
- viii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- ix. Bidder shall be agreeable for on-call/on-site support in case of any emergency or planned activities.
- x. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

- xi. During the period of AMC, if the service provided by the bidder is not satisfactory, bank reserves the right to terminate the AMC contract.
- xii. The support shall be given in person or through telephone, letter and E-mail within a reasonable time as the case may be.
- xiii. In future, if any configuration changes are required, it should be done by the bidder during warranty and AMC period. However Bank will intimate the bidder well in advance for doing such configuration changes. Configuration changes may be done either centrally or remotely as decided by the bank when need arises. However if bidder's personnel is stationed at the remote place the bidder should arrange the personnel to make such configuration change at the respective location at bidders' own cost. However in case the bidder has any concerns, it should be informed to the Bank in writing with reason for taking appropriate/ amicable/ mutually agreed decision in the matter.
- xiv. The bank reserves the right to modify/update the parameter files/configuration with required awareness of its consequences and any such modification/ updation will be recorded for information of the selected bidder without any impact on the media as per OEM descriptions.
- xv. Only licensed copies of software shall be supplied and ported. Further, all software supplied shall be of latest tested proven version which is bug free. The Solution offered should have all components which are bug free, no known vulnerabilities reported and of latest stable version, which are having a 3 years clean track record.
- xvi. The Bidder shall be bound to provide technical consultancy and guidance for successful operation of the Solutions and its expansion in future by the Bank during the warranty and AMC period.
- xvii. Preventive maintenance shall be compulsory during Warranty and AMC period. Preventive maintenance activity should be completed every quarter and report should be submitted to the Bank. Preventive maintenance activity should take care of parameter configuration verification, device health check-up, fine-tuning the configuration, verification of bugs/patches etc.

L. Compliance with IS Security Policy

- The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. A few aspects are as under:
 - i. The vendor shall acknowledge that The South Indian Bank Limited's business data and other proprietary information or materials, whether developed by The South Indian Bank Limited or being used by The South Indian Bank Limited pursuant to a license agreement with a third party are confidential and proprietary to The South Indian Bank Limited; and the vendor shall agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof. Any modification in the data provided by the Bank should be done only on proper authorization of the Bank. Proper and advanced security measures should be ensured by the vendor in case of data exchange between Bank and the Vendor. The caution exercised by the vendor shall not be less than that used by it to protect its own proprietary information. The vendor recognizes that the goodwill of South Indian Bank Ltd depends, among other things, upon Vendor keeping such proprietary information confidential and that unauthorized disclosure of the same by Vendor could damage The South Indian Bank Limited. Vendor shall use such information only for the purpose of rendering the Service(s) to The South Indian Bank Ltd.

- ii. IS security principles such as environmental, physical and logical security aspects should be followed by the Vendor. Also Hardware, Operating systems and related softwares should be periodically upgraded for ensuring data protection and privacy.
- iii. The Vendor shall, upon termination of the Contract/Agreement for any reason, or upon demand by The South Indian Bank Limited, whichever is earliest, return/ destroy permanently to the satisfaction of the Bank, any and all information provided to Vendor by The South Indian Bank Limited, including any copies or reproductions, both hardcopy and electronic.
- iv. Data Encryption/Protection requirements of the Bank.
- v. Incident response and reporting procedures.
- vi. In general, confidentiality, integrity and availability must be ensured.

X. TERMINATION

A. Termination For Default

- The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, may terminate this contract in whole or in part:
 - a. If the successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
 - b. If the Successful Bidder fails to perform any other obligation(s) under the contract.

If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

- In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

B. Termination for Insolvency

- If the Bidder becomes Bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank may, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, 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.

In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

C. Termination for convenience

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

D. Termination – Key Terms & Conditions

The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving sixty (60) days prior written notice to the Bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if the bidder:

- a. has a winding up order made against it; or
- b. has a receiver appointed over all or substantial assets; or
- c. is or becomes unable to pay its debts as they become due; or
- d. enters into any arrangement or composition with or for the benefit of its creditors; or
- e. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

- The Bidder shall have right to terminate only in the event of winding up of the Bank.

E. Consequences of Termination

- In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], The Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.
- In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Bank, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as the Bank may specify including training, where the successor(s) is a representative/personnel of the Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

F. Exit Option

- The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- i. Failure of the bidder to agree on the terms of the contract within **10 days** from the date of communication of award by the Bank and sharing of terms of contract by the Bank. If the bidder does not meet these criteria, then the Bank may at its discretion declare the next best bidder as the successful bidder.
 - ii. Failure of the successful Bidder to sign the contract within 30 days from the agreement on the terms of the issue of Contract by the Bank or as per the Bank's specified date.
 - iii. Delay in completing installation / implementation and acceptance tests/ checks beyond the specified periods;
 - iv. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- The Bank and the Bidder shall together prepare the Reverse Transition Plan as part of Bidder exit plan. However, the Bank shall have the sole discretion to ascertain whether such Plan has been complied with.
 - Notwithstanding the existence of a dispute, and/or the commencement of arbitration Proceedings, the Bidder will be expected to continue the facilities management services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with.
 - Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover, transitioning of application knowledge, Bank's deliverables, and maintenance and facility management.

G. Termination of contract

- Apart from the general grounds of default mentioned above, the Bank reserves its right to cancel the order in the event of, but not limited to, one or more of the following specific situations:
 - a) Unnecessary or unwarranted delay in execution of the work allotted or delay in delivery of devices to the respective locations.
 - b) Delay in services of the complaints raised.
 - c) Delay in providing the requisite manpower at the Bank's site.
 - d) Delay in submission of reports beyond the stipulated periods.
 - e) Breach of trust is noticed during any stage of the consultancy assignment.
 - f) The selected bidder commits a breach of any of the terms and conditions of the bid.
 - g) The selected bidder goes in to liquidation voluntarily or otherwise.
 - h) If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.
 - i) The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.
 - j) The decision of the Bank as to whether or not any one or more of the above situation has(have) arisen shall be final and binding on the vendor.
- In addition to the cancellation of order, The Bank reserves the right to appropriate the damages from foreclosure of the Bank guarantee given by the bidder.

H. Termination of partner of Bidder

- In case service of the partner of successful bidder are terminated due to any reasons whatsoever including but not limited to the reasons mentioned above, the bidder shall be responsible for identifying an alternative partner to execute the tasks unfinished by the terminated partner.
- The party identified by the successful bidder shall also comply with the eligibility criteria listed out in this RFP.

I. Force Majeure

- i. Notwithstanding the provisions of TCC (Terms & Conditions of the Contract), the Bidder 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.
- ii. For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- iii. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

J. Resolution of disputes:

- The Bank and the bidder 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. If after thirty days from the commencement of such informal negotiations, The South Indian Bank Limited and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.
- All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Thrissur.
- The cost of arbitration (except the cost & fees of Advocates) shall be borne by each party in equal proportion. The cost of the advocates shall be borne by respective party appointing the Advocates.

XI. SELECTION STRATEGY

- The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The evaluation will be undertaken by an Internal Selection Committee formed by the Bank. The Bank may consider recommendations made by External Experts/Consultants on the evaluation. The committee or authorised official shall recommend the successful bidder to be engaged for this assignment before Board and the decision of our Board shall be final, conclusive and binding on the bidders.
- The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the

documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

- Bank may call for any clarifications/additional particulars required, if any, on the technical/commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Bank also reserves the right to conduct Reference Site Visits at the bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

NOTE: The Bank's decision in respect of eligibility criteria, evaluation methodology and short listing of bidders will be final and no claims, whatsoever in this respect, shall be entertained.

A. Evaluation of Bid:-

- The proposal submitted by the Bidders shall be evaluated on the following group of parameters.
 - ✓ Functional Requirements (FR)
 - ✓ Technical Requirements (TR)
 - ✓ Product Demonstration and Bid Presentation (PB)
 - ✓ Approach and Methodology (AM)
 - ✓ Past Experience (PE)
- The marks are assigned for each individual parameter under these groups and marks scored by each bidder under each parameter are aggregated to find out the total technical score of the bidder.
- The score for evaluation of the device and the respective functionalities of the drivers/sdk's shall be decided by the Internal Selection Committee.
- The selection parameters are explained in following paragraphs.

ii. Scoring Methodology for Functional Requirements (FR) and Technical Requirements (TR)

The functional/technical capabilities are evaluated as per the readiness (Type of response/Scale) towards the expected functionalities for devices and drivers/sdk's integration with Merchant Aadhaar Pay application and as per UIDAI requirements.

All the functional and technical requirements for achieving regulatory compliance are mandatory.

Bidder shall indicate against each requirement/capability as per the following table.

The type of response/scale	Expansion/meaning
A	Available – Standard Feature
C	Customizable before “Go Live”
NA	Not Available

- While scoring, the scales namely A, C and NA shall be assigned 100%, 50% and 0% weight respectively. These percentages shall be applied on the maximum marks allocated against each parameter to arrive at the score earned by the bidders under each parameter.

- The Software solution offered, however, should have at least 70% of the requirements as standardized. The remaining shall be customized before the completion of pilot run at no extra cost to the Bank. The bidder shall score at least 70% of the maximum score under technical parameters.
- The proposal submitted by the Bidders shall be evaluated by the bank and only the short listed vendors will be called for further negotiations.

ii. Scoring Methodology for Product Demonstration & Bid Presentation (PB)

- Eligible Bidders will be required to make presentations to supplement their bids and show a detailed product demonstration. The number of eligible bidders called for product demonstration is purely a matter of discretion of the Bank. The Bank will schedule presentations and the time and location will be communicated to the Bidders. Failure of a Bidder to complete a scheduled presentation to the Bank may result in rejection of the proposal.
- The marks assigned under this parameter shall be based on the effectiveness of the demonstrations and presentations made by the bidder. The same criteria (as Evaluation for functional specifications) will be applied to Product Demonstration also.

iii. Scoring Methodology for 'Approach and Methodology (AM)'

- The bidder is expected to provide, as a part of the technical bid, a detailed document that explains the approach and methodology proposed by the bidder for the implementation of the proposed solution.
- The "Approach and Methodology" adopted for the Implementation would be evaluated by SIB and would at the minimum cover Reference site visit/Tele Conference, Team Strength, Project Management and Training.
- Reference site visit / Tele Conference: A committee of officials from the Bank would carry out Reference Site Visits and/or Telephonic interviews/discussion with the existing customers of the Bidder for inputs (like satisfaction of the organization of the product, timeliness of implementation, promptness of support services etc.). If the committee receives negative feedback, may lead to reject the proposal.
- Strength: Bidder responses to each point under Team Strength in Proposed Team Profile, including the team profile provided by the Bidder, would be evaluated. The Bidder should ensure that the people above the role of the Team Lead who are proposed for this project should have worked on projects in Indian Banks earlier.
- In addition to the profile of his team members, the bidder is bound to furnish the profile of team members of his partner if any. The format for furnishing the team profile is given in Annexure-9.
- **Project Management:** Bidders are required to respond to each point under Project Management in **Annexure-6**. Each question will be evaluated for suitability of response. The Bidder should provide explanation on the Project Management process that is proposed for the Bank including details of how the same was applied in a similar project.
- **Training:** The Bidder will be responsible for training the Bank's identified employees in the areas of implementation, operations, management, error handling, system administration, etc. with respect to the implementation of Integrated Financial Management Solution.

iv. Scoring Methodology for Past Experience (PE)

- The Bidder should provide details of past experience in implementing the proposed solution.
- The Bidder's past experience shall be evaluated and the score obtained by the Bidder shall be considered for evaluation as given in the Annexure-8 'Past Experience'.

B. Evaluation of Commercial Bid:-

- For commercial bid evaluation, the Bank may consider only the top three bidders who score highest in technical and functional evaluations. The evaluation criteria mentioned in this RFP is tentative and the score earned by the bidders in accordance with the evaluation parameters listed out above does not confer them right to be called for negotiation. Further, the Bank has sole discretion in selection of the successful bidder and decision of the Bank in this regard shall be final.

XII. AWARD OF CONTRACT

A. Notification of Acceptance of Bid

- Before the expiry of the period of validity of the proposal, The South Indian Bank Limited shall notify the successful bidder in writing by hand-delivery or by email, that its bid has been selected. The bidder shall acknowledge in writing receipt of the notification of selection and has to convey his absolute, unconditional and unqualified acceptance and thereafter enter into agreement / Contract within 15 days from the date on which selection is notified to bidder. The proposed format of notification of acceptance is given in **Annexure-13**.

B. Project Management:

- The bidder will nominate a Project Manager immediately on acceptance of the order, who will be the single point of contact for the project.
- The selected bidder shall ensure that personnel deployed are competent, do not violate any of the contractual obligations under this contract and while on the premises of the Bank conduct them in a dignified manner & shall not behave in any objectionable manner.

C. Signing of contract

- Acceptance of selection shall be followed by signing of the Contract. However selection committee may negotiate certain terms & conditions with successful bidder and obtain necessary approvals from higher authorities, before signing of the Contract. The Bidders should sign the Contract Form, which will be provided for successful bidder. Besides, the successful bidder should also sign a non-disclosure agreement in the format specified in Annexure-3. The signing of Contract will amount to award of contract and Bidder will initiate the execution of the work as specified in the Contract. The signing of contract shall be completed within 15 days of receipt of notification of the acceptance of bid. Annexure 3 may be modified if deemed fit by the Bank.
- The contract is signed for the entire duration of the project. Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under the Aadhaar Act, 2016 or any act in force that time in respect of all the hardware, software and network equipment's or other systems supplied by bidder to the Bank from whatsoever source.

D. Conditions precedent to contract

- The Contract is subject to the fulfillment of the following conditions :-

- i. Obtaining of all statutory, regulatory and other permissions, approvals, consents and no-objections required under applicable laws or RBI/UIDAI/STQC for the performance of the service(s) under and in accordance with the Contract.
- ii. Furnishing of such other documents as The South Indian Bank Limited may specify

F. Time period for completion of assignment

- The assignment will be for a period comprising of Implementation period (1 Month) on integration with Bank's Merchant Aadhaar Pay application, Warranty period (3 years) & AMC Period thereafter.
- The Bank, at its option may extend the timeframe, depending on its requirements.
- The successful bidder shall complete the project / perform and render the Services within the agreed time frame starting from the date of award of Contract/Agreement.
- Devices shall be delivered thereafter on PO issued as per the requirements of the Bank.

G. Delay in adhering to the project timelines/Liquidated damages

- The Successful Bidder must strictly adhere to the time schedule, as specified in the Contract, executed between the Bank and the bidder, pursuant hereto, for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the Bank.
 - (a) Penalty;
 - (b) Termination of the agreement fully or partly
- If there is any delay in the implementation of the project due to bidder /partner's fault in complying with time schedule furnished by the bidder and accepted by the Bank, it will charge 1% on the total project implementation cost to the bidder for each week of delay as penalty. Project Implementation cost in this context refers to total expenditure expected to be incurred by the bank for procurement, design and implementation of devices and its associated software/hardware solutions for integration with Merchant Aadhaar Pay application in a workable condition, which includes the Key Management facility and other requirements not limited to UIDAI /other authorities/agencie/other relevant Acts, rules, regulations, directions as applicable. This penalty will be subject to an upper limit of 10% on the total project implementation cost. Thereafter the order/contract may be cancelled and amount paid if any, may be recovered with 1.25% interest per month. Any deviations from the norms would be treated as breach of the contract by the bidder and will be dealt with accordingly. The delay will be measured with reference to time schedule to be specified in the contract to be entered with the successful bidder.
- The Bank also reserves its right to claim damages for improper or incomplete execution of the assignment.

H. Use of Contract Documents & Information

- The successful bidder shall treat all documents, information, data and communication of and with The South Indian Bank Limited as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Bidder/implementation partner shall execute the Non-Disclosure Agreement simultaneously at the time of execution of the Contract.
- The successful bidder shall not, without The South Indian Bank Limited's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or

data or drawings / designs furnished by or on behalf of The South Indian Bank Limited in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.

- Any document in any form it has been obtained, other than the Contract itself, enumerated in this Bid Documents shall remain the property of The South Indian Bank Limited and shall not be returned.

I. NO CLAIM' Certificate

- The bidder shall not be entitled to make any claim, whatsoever, against The South Indian Bank Limited, under or by virtue of or arising out of, the Contract/Agreement, nor shall The South Indian Bank Limited entertain or consider any such claim, if made by the Bidder after he has signed a 'No Claim' Certificate in favour of The South Indian Bank Limited in such forms as shall be required by The South Indian Bank Limited after the successful implementation of Finger Print Scanner devices and comprehensively supporting the MAP vendor/Bank's team for integrating the devices with Merchant Aadhaar Pay application, is completed to the satisfaction of the Bank.

J. PUBLICITY

- Any publicity by the bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

K. Payment Terms:

- 100% payment shall be released for the ordered devices initially, ie after initial implementation of the devices and successful integration with Merchant Aadhaar Pay application and works as per the satisfaction of the Bank.
- Devices shall be purchased in a lot of 50's and slabwise pricing shall be done on a cumulative lot purchased by the Bank.
- Subsequently, payments shall be released on order basis, ie after successful delivery and deployment.

Project Milestones	%
After Successful Implementation and Supply of Devices (Ordered and Installed Successfully)	100
Total	100

L. TAXES AND DUTIES:

- The Successful Bidder will be entirely responsible to pay all taxes whatsoever in connection with delivery of the services at the sites including incidental services and commissioning.
- Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the Bidder. The remittance of amount so deducted and issue of certificate for such deductions shall be made by Bank as per the laws and regulations in force.
- Nothing in the contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India/abroad on income and profits made by the Bidder in respect of this contract.

M. GENERAL TERMS AND CONDITIONS

- SIB reserves the right to either not to implement the solution or to partially implement the solution.
- Vendor should not outsource/subcontract the project fully or partly to a third party.

- Any incomplete or ambiguous terms / conditions / quotes will disqualify the offer.
- Any terms and conditions of the bank which are not acceptable to the Vendor should be specifically mentioned in the bid document.
- SIB reserves the right to accept or reject any bids without assigning any reason thereof and SIB's decision in this regard is final.
- The Bank reserves the right to stop the RFPQ process at any stage and go in for fresh RFPQ without assigning any reasons or to modify the requirements in RFPQ during the process of evaluation at any time.
- SIB is not bound to place an order on the lowest price vendor or the best technical vendor.
- SIB reserves the right to cancel the purchase order if the supplied items are not commissioned within the agreed period from the date of PO unless extended in writing by SIB.
- In case the selected vendor fails to deliver all or any of the ordered items as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected vendor.
- SIB can disqualify any vendor who fails to sign the Service Level Agreement (SLA) and Non Disclosure Agreement (& NDA).
- The implementation shall be deemed to complete if the solution is rolled out to the full satisfaction of the bank.
- The Bank reserves the right to cancel the contract and recover the expenditure incurred by the Bank if the selected vendor does not perform to the satisfaction of the Bank or delays execution of the contract. The Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected vendor is bound to make good the additional expenditure which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- All inquiries, communications and requests for clarification shall be submitted in hard copies / e-mail to Bank and response for the same shall be obtained in writing. Only such documents shall be considered as authoritative.
- Successful vendor shall be responsible for compliance with all requirements under the rules, regulations, terms & condition of all regulatory bodies / statutory authorities etc and shall protect and indemnify completely SIB from any claims / penalties arising out of any infringements / violations.
- Successful vendor shall protect and fully indemnify SIB from any claims for infringement of patents, copyright, licenses, trademark or the like.
- All intellectual property related to the project shall be the property of SIB and SIB reserves the right in its sole discretion to implement the same at other centers in future with or without the involvement of the successful vendor.
- The vendor should explicitly absolve the Bank of any responsibility / liability for the use of system or other supplied software, with regard to copyright / license violations, if any.
- Vendor should ensure that all points in the RFP (including Annexure) are taken into account before submitting the Bid documents. If a particular point is mentioned in Main document and not in Annexure or vice-versa, it should not be construed as an error and the vendor should submit all relevant information irrespective of whether it has been requested or not. SIB reserves all right to ask any information related to RFPQ irrespective of whether it has been mentioned in the RFPQ or not.
- Bids once submitted shall be final and no amendment by the vendor shall be permitted. A vendor shall submit only one set of proposals. However SIB reserves the right to re-negotiate the prices in the event of change in market prices of both the hardware and software. SIB reserves the right to ask clarifications of any vendor on any matter specified in the submitted bid.
- Further, subsequent to the orders being placed / agreement executed, the vendor shall pass on to SIB all fiscal benefits arising out of reductions in Government levies viz., sales tax, excise duty, custom duty etc.
- All information disclosed through this RFPQ or verbally or in writing or in any manner or form including but not limited to all computerized data, information or software specifications, data,

notes, memoranda and any other writings between the Bank and vendor or vice-versa shall be treated as confidential and shall not be disclosed to a third party, without mutual agreement.

- Sharing of bank's data / information or voice data in public domains / social media is strictly prohibited.
- Vendor should ensure that CSAs are not enquiring, collecting or storing the customers' confidential information such as passwords /PINs/CVV/ Card expiry date etc.
- Neither the vendor nor the OEMs will have any right to audit the purchaser due to any reason.
- Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by vendor relating to SIB or this agreement (RFPQ), within a reasonable time failing which vendor will be liable to pay any charges / penalty levied by RBI
- In the event of any notification / circular / guideline issued by UIDAI/Reserve Bank of India (RBI) or any other regulatory authority restraining the SIB from availing the services or vendor from rendering the services under this agreement, SIB shall terminate the agreement forthwith, without assigning any reasons thereof.
- Bidders should ensure that exchange rate fluctuations, change in import duty/other taxes should not affect the rupee value of bid over the validity period defined in this RFP.

N. Right to alter quantities

- Bank reserves the right to alter the requirements specified in the RFP. The bank also reserves the right to delete one or more items from the list of items specified in the RFP. The bank will inform all vendors about changes, if any.
- The vendor agrees that bank has no limit on the additions or deletions on the items for the period of the contract. Further the vendor agrees that the prices quoted by the vendor would be proportionately adjusted with such additions or deletions in quantities.
- Bidder should compulsorily respond to any clarification (technical, functional, commercial) letter/E-mail sent by the Bank.
- The South Indian Bank Limited reserves the right to open the quotations soon after their receipt from all the Bidders without waiting till the last date specified.
- Continuity of project team members to be ensured during the period of project.
- Presence of any incomplete or ambiguous terms/ conditions/ quotes will disqualify the offer.
- The South Indian Bank Limited is not responsible for non-receipt of quotations within the specified date and time due to any reason including postal holidays, or other types of delays.
- The South Indian Bank Limited is not bound to place the order from the lowest price bidder or the most competent bidder.
- The bidder shall share its technology strategies and research & development efforts, conducted in the course of this assignment with The South Indian Bank Limited.
- All inquiries, communications and requests for clarification shall be submitted in Hard copies/e-mail to The South Indian Bank Limited and response for the same shall be obtained in writing. Only such documents shall be considered as authoritative.
- The bidders should ensure that all points in the RFP document are taken into account before submitting the Bid Documents.
- The bidder should have implemented similar assignment and necessary verifiable references in this effect should be submitted with the proposal.
- Bidders are bound to make full disclosure of information required to judge them on the basis of selection criteria specified in Section XIV.

O. LITIGATION

- If it comes to the notice of the Bank that the bidder has suppressed any information either intentionally or otherwise, or furnished misleading or inaccurate information, the Bank reserves the right to disqualify the bidder. If such information comes to the knowledge of the Bank after the award of work, The South Indian Bank limited reserves the right to terminate the Contract unilaterally at the total cost and risk of the bidder. The Bank also reserves the right to recover any

dues payable by the selected bidder from any amount outstanding to his credit, including the pending bills etc., if any. The Bank will also reserve the right to recover any Advance paid.

- Governing Law: - The Contract/Agreement shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Contract/Agreement.
- Jurisdiction of Courts:-The courts of India at Thrissur have exclusive jurisdiction to determine any proceeding in relation to the Contract/Agreement. These provisions shall survive the Contract/Agreement.
- Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained. Except as those which are otherwise explicitly provided in the Contract/this document, no payment due or payable by the Bank, to the Bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matter thereof. The venue of the arbitration shall be at Thrissur, Kerala State, India.



Annexure-1

Check List for Submission of Bid Documents

Check List Sl No:	Description	Annexure No.
1.	Authorization Letter Format	2
2.	Non-Disclosure Agreement Form	3
3.	Check list for Submission of Eligibility Criteria	4
4.	Profile of Bidder/Partner	5
5.	Implementation Methodology	6
6.	Reference Site Details	7
7.	Past Experience	8
8.	Cover Letter for Commercial Bid	9
9.	The format for furnishing the price of Software & Hardware	10
10.	Table for Arriving at the Total Cost	11
11.	Bid Submission Covering Letter	12
12.	Notification of Acceptance	13

Annexure-2
Authorization Letter Format
(On Organization's letter head)

Place:

Date:

To

Deputy General Manager
The South Indian Bank Ltd
Digital Banking Department,
SIB Building, 3rd Floor,
Rajagiri Valley, Kakkanad,
Ernakulam, Kerala,

Dear Sir,

SUB: Authorization Letter for attending the Pre-bid negotiations.

REF: YOUR RFP NO: - DBD/ RFP /01/2017

This has reference to our above RFP for implementation of Finger Print Devices and respective Drivers/SDK's for integration with Merchant Aadhaar Pay application or other applications of Bank, in accordance with the Best Practices and Guidelines of UIDAI/STQC/RBI/NPCI and other relevant Acts, rules, regulations, directions as applicable.

Mr. / Ms. _____ is hereby authorized to attend the Pre-bid negotiations & to discuss with you on the subject RFP- "Finger Print Scanner Devices" on _____ on behalf of our organization.

The specimen signature is attested below: _____

Specimen Signature of Mr. /Ms. _____

Signature of Authorizing Authority

Name and designation of Attesting Authority

Annexure-3
Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at this.....day of2016

BY AND BETWEEN.....Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (here after referred to as the Implementation partner, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

The South Indian Bank Limited, a company registered under the Companies Act, 1956 and a Banking company within the meaning of the Banking Regulation Act, 1949 having its registered office at SIB House, Mission Quarters, Thrissur, Kerala -680001 (hereinafter referred to as "The South Indian Bank Limited" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The Implementation partner and the South Indian Bank Limited are hereinafter collectively referred to as "the Parties "and individually as "the Party"

WHEREAS:

1. The South Indian Bank Limited is engaged in Banking business and intends to appoint an implementation partner for implementation of Finger Print Devices - In accordance with the Best Practices and Guidelines of UIDAI/STQC/RBI/NPCI Guidelines and other relevant Acts, rules, regulations, directions as applicable and as per the scope of which is specified in DBD/RFP/01/2017. In the course of such assignment, it is anticipated that The South Indian Bank Limited or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Implementation partner some Confidential Information (as hereinafter defined), to enable the Implementation partner to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Implementation partner is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3. The Implementation partner is aware that all the confidential information under the Bid documents or those shared under the terms if this Agreement or Contract is privileged and strictly confidential and/ or proprietary to The South Indian Bank Limited.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and The South Indian Bank Limited granting the Implementation partner and or his agents, representatives to have specific access to The South Indian Bank Limited property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i)"Confidential Information" means all information disclosed/furnished by The South Indian Bank Limited or any such information which comes into the knowledge of the Implementation partner during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Implementation partner to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within fifteen (15) days of such oral disclosure.

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of The South Indian Bank Limited including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

(iii) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

iv) The Implementation partner may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.

Confidential Information does not include information which:

- (a) Is or subsequently becomes legally and publicly available without breach of this Agreement.
- (b) was rightfully in the possession of the Implementation partner without any obligation of confidentiality prior to receiving it from The South Indian Bank Limited, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.
- (c) was rightfully obtained by the Implementation partner from a source other than The South Indian Bank Limited without any obligation of confidentiality,
- (d) was developed by for the Implementation partner independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of The South Indian Bank Limited. Upon termination of this Agreement, Confidential information shall be returned to The South Indian Bank Limited or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of The South Indian Bank Limited in respect of the Confidential Information.

In the event Implementation partner is legally compelled to disclose any Confidential Information, Implementation partner shall give sufficient notice to The South Indian Bank Limited to prevent or minimize to the extent possible, such disclosure. Implementation partner shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of The South Indian Bank Limited. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Implementation partner will apply to its own similar confidential

information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-Disclosure:

The Implementation partner shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Implementation partner who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Implementation partner shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Implementation partner agrees to notify The South Indian Bank Limited immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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

- a) Information regarding 'The South Indian Bank Limited' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of The South Indian Bank Limited's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information.
- g) Capital adequacy computation workings

3. Publications:

The Implementation partner shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of The South Indian Bank Limited.

4. Term:

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by The South Indian Bank Limited, whichever is earlier. The Implementation partner hereby agrees and undertakes to The South Indian Bank Limited that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed The South Indian Bank Limited promptly return or destroy, under information to The South Indian Bank Limited, all information received by it from The South Indian Bank Limited for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Implementation partner further agrees and undertake to The South Indian Bank Limited to certify in writing to The South Indian Bank Limited that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Implementation partner agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by The South Indian Bank Limited to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with The South Indian Bank Limited.

6. Remedies:

The Implementation partner acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Implementation Partner will result in irreparable damage to The South Indian Bank Limited for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. The South Indian Bank Limited shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to The South Indian Bank Limited shall include The South Indian Bank Limited's costs and expenses of enforcement (including the attorney's fees).

7. Governing Law:

The provisions of this Agreement shall be governed by the laws of India and the competent court at Thrissur shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

8. Indemnity:

The Implementation partner shall defend, indemnify and hold harmless The South Indian Bank Limited, its affiliates, subsidiaries, successors, assignees, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Implementation partner. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Implementation partner, in the course of discharge of its obligations under this Agreement.

9. General:

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

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

For and on behalf of _____ Ltd.

For and on behalf of The South Indian Bank Limited

(Name & Designation)
(Office Seal)

(Name & Designation)
(Office Seal)

Annexure-4
Check list for submission of eligibility criteria

	Eligibility Criteria Proofs to be enclosed (Yes/ No)	Compliance	
1.			
2.			

Annexure-5
Profile of bidder/Partner

Sl.No	Particulars	Response
1	Company Name	
2	Date of Incorporation	
3	Name of Indian representative/office (indicate: own, dealer, distributor, JV)	
4	Company Head Office address * Contact person(s) * Designation * Phone Number * Mobile Number * E-mail Address	
5	Address of Indian representative/office * Contact person(s) * Phone Number * E-mail Address	
6	Number of Employees supporting the project : * Marketing/Sales * Technical Support * Research and Development * Implementation	
7	Ownership structure (e.g. Inc., partnership) * Who are the primary shareholders? * State the major shareholders with percentage holding in case of limited companies.	
8	Location: Support Location – In India	
9	Provide the range of services offered covering service description and different schemes available for: Customization, Implementation Support, Delivery Ongoing support (AMC, Help Desk), Training Any Others (specify)	
10	State pending or past litigation if any within the last year with details and explain reasons. Please also mention any claims/complaints received in the last year.	
11	Enclose abstracts of the Balance sheet and P/L Account for the last year	
12	Independent analyst research report (if any)	
13	Major changes in Management for the last year	

Annexure-6
Implementation methodology

Sl. No.	Details of methodology / approach	Response
1	The methodology section should adequately address the following stages of the project:	
i.	Frequency and approach for periodic reporting on the progress of the project and actual status vis à vis scheduled status	
ii.	Detailed Study of Current State, with detailed work steps and deliverables	
iii.	Gap analysis including identification and resolution of gaps	
iv.	Customization, development and necessary work around	
v.	Building up of interfaces with the applications used by the Bank	
vi.	Setting up of the platform and integration with the Merchant Aadhaar Pay application / Other relevant applications.	
vii.	User acceptance testing	
viii.	Planning for rollout and identification of key issues that may arise along with proposed solutions	
2	Timelines	
3	Project management activities	
4	Roles and responsibilities of proposed personnel both from the vendor and bank end.	
5	Following details with respect to the methodology followed by the vendor in Project Management for a Public/Private Sector Bank	
i.	Project Name	
ii.	Project Location	
iii.	Client Name	
iv.	Client address	
v.	Client contact/reference person(s)	
vi.	Project started (month/year)	
vii.	Project elapsed time – months	
viii.	Man months effort	
ix.	Project Size (No of branches, modules covered and any other relevant details)	
x.	Name of senior project staff	
xi.	Nature of the Project	
xii.	Project Management Methodology used	
xiii.	Role of the Bidder, whether complete end to end involvement or for a particular module	
xiv.	Project detail (Broad detail – information about all activities handled, modules forming part of the Project of the Client Bank, associated activities, time lines activity wise and module wise may be detailed.)	



The bidders are expected to provide crisp descriptive response against each point above.

Annexure-7
Reference Site Details

The reference sites submitted must be necessarily of those Banks where the proposed Bidder/Proposed software solution has been awarded the contract in the last three years prior to the last date for submission of bids at The South Indian Bank Ltd. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of bids at The South Indian Bank Ltd. Please provide reference details in the format defined below:

Particulars	Response
Name of the Bank/ Financial Institution	
Country of Operation	
Address of the Organization	
Annual Turnover of the Organization for the Financial Year 2016-17	
Date of commencement of Project	
Date of completion of Project	
Scope of Work for Solution	
Partner for the project	
Project Start date and End date	
List all the modules/components of the system being used. Type of Architecture in which the system has been implemented.	
Implementation details e.g. Number of Sites, time taken for Operationalization, volumes of processing etc.	
State the duration of the implementation	
Number of users and the geographical spread of the implementation	
Average Team size on site for project implementation (SI & OEM Team)	
Contact Details from the Bank/Financial Institution for reference	
➤ Name of the Contact Person	
➤ Designation	
➤ Phone Number/e-mail	

Annexure-8
Past Experience

List of major customers where the proposed Device Modules have been implemented/under implementation and their reference details

No.	Name & complete Postal Address of the Customer	Name &Brief scope of work done by OEM	Name & Brief scope of work done by SI	Attach reference Letter	Contact Details (Name, Designation, Phone, Email)	Project Status (Completed/Under Implementation, Start Date, End Date)
		(Specify the size of the Bank, the approaches supported etc.)				

*In cases where SI acts as bidder, while counting the number of Banks for the purpose of assigning marks under this parameter only the number of Banks where SI has customized the software of the OEM shall be taken.

(Enclose necessary documentary proof such as reference letter etc.)

Annexure-9
Cover Letter for Commercial Bid

Note: This Cover Letter for Commercial Bid from the Bidder should be on the letterhead of the Bidder and should be signed by an authorized person.

Date:

To,

Deputy General Manager
The South Indian Bank Ltd
Digital Banking Department,
SIB Building, 3rd Floor, Kakkanad
Ernakulam, Kerala, India – 682039

Dear Sir/ Madam,

Subject: Response to RFP Ref No: DBD/01/2017

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply & deliver the Finger Print devices, inconformity with the said Bidding documents may be ascertained in accordance with the commercial bid (termed as Annexure-10 and Annexure-11 in your RFP) attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver, install and commission the system, in accordance with Requirements specified within the RFP and as per the Best Practices and Guidelines of UIDAI/STQC/RBI/NPCI and other relevant Acts, rules, regulations, directions as applicable.

We agree to abide by the Proposal and the rates quoted therein for the orders awarded by the Bank.

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 in force in India.

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

Dated this day of 2017

(Signature)

(Name) (In the capacity of)

(Duly authorized to sign Proposal for and on behalf of)

Annexure-10

Format for furnishing the price of Software/Hardware (Bill of Material)

A. The format for furnishing the price of software

The Bank intends to procure Finger Print Devices and respective Drivers/SDK for integration with Bank's Merchant Aadhaar Pay or other applications. The bidder should mention slabwise rates for the devices and prices of the device will be based on the cumulative lot. The Bank should have the ownership and right to use these without any restriction in any nature and at all geographic locations. The bidder should also ensure that the official & authentic usage of device and other associated hardware/software components are provided with the Bank.

Sl.No	Item	Slab	Description	Unit Price in INR	Total Price in INR	Comments By Vendor
1						

Note: Applicable taxes and Duties: Details of all applicable taxes to be paid by the Bank must be specified like sale tax, service tax etc. Applicable Duties to include customs, Excise etc. All taxes and duties to be given in Rupee value only.

- * In case the bidder is a SI, the hardware specification given in this part should be endorsed by OEM whose software is proposed to be deployed by SI.

Dated.....

(Signature)
(In the capacity of)
Duly authorized to sign bid for & on behalf of
(Name & Address of the Bidder)

Annexure-11

TABLE-A: Cost of Device, Software, Hardware, Customization, Network, Training, etc

Sl.No	Item Description	Slab	Unit Price	Total Price	Taxes / VAT if any	Total payable
GRAND TOTAL						

TABLE-B: Cost of AMC after the warranty for Software, Customization, Network, etc

S.No	Item Description	AMC Amount for full period after warranty (Year Wise)	Service Taxes if any	Total payable
GRAND TOTAL				

(Amount in INR only)

TOTAL PAYABLE IN INDIAN RUPEES AS PER TABLE A	
TOTAL PAYABLE IN INDIAN RUPEES AS PER TABLE B	
TOTAL BID PRICE.	

Amount in words:

Dated.....

(Signature)
(In the capacity of)
Duly authorized to sign bid for & on behalf of
(Name & Address of the Bidder)

Annexure-12
Bid Submission Covering Letter

Note: This Bid Offer Covering letter should be on the letterhead of the Bidder and should be signed by an authorized person.

Date:

To,
Deputy General Manager
The South Indian Bank Ltd, Digital Banking Department,
SIB Building, 3rd Floor, Kakkanad, Ernakulam, Kerala, India – 682039

Dear Sir/ Madam,

Subject: Response to RFP Ref No: DBD/01/2017

1. With reference to the RFP, having examined and understood the instructions, terms and conditions forming part of the RFP.
2. We agree and undertake that, if our Bid is accepted, we shall deliver, install and commission the Finger Print Device and respective Drivers/SDK for integration with Merchant Aadhaar Pay application and in accordance with the Requirements specified within the RFP within the timeframe specified, starting from the date of receipt of notification of award from The South Indian Bank Ltd.
3. We acknowledge having received the following addenda to the bid document:

Addendum No.	Dated

4. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the bid / proposal and disqualify us from the selection process.
5. We confirm that the offer is in conformity with the terms and conditions as mentioned in RFP and it shall remain valid for 180 days from the last date of the acceptance of this bid.
6. 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 in force in India.
7. We are also aware that The South Indian Bank has also right to re-issue / recommence the bid, to which we do not have right to object and have no reservation in this regard; the decision of The South Indian Bank in this regard shall be final, conclusive and binding upon us.
8. We confirm that our company/system integrator/other partners participating in this bidding as part of the consortium have not been black listed/banned by a regulatory authority and any previous ban is not in force at present.

Dated this day of 2017

Yours faithfully,

(Signature)
(In the capacity of) Duly authorized to sign bid for & on behalf of
(Name & Address of the Bidder)

Annexure-13
Notification of Acceptance
(On Organization's letter head)

Place:

Date:

To

Deputy General Manager
The South Indian Bank Ltd
Digital Banking Department,
SIB Building,
3rd Floor, Rajagiri Valley
Ernakulam, Kerala,

India – 682039

Dear Sir,

SUB: RFP No DBD/ RFP /01/2017 Dated 01-08-2017

REF: Your Letter No: - _____ Dated _____.

This has reference to your letter on the subject, notifying us about the selection of our bid.

We hereby convey our absolute, unconditional and unqualified acceptance for the work and activities as per the Scope of Work and other terms and conditions mentioned in the subject RFP.

Signature of Authorized Person
(Seal)