RFP FOR AADHAAR DATA VAULT AS A SERVICE

Request for Proposal (RFP) For Provisioning and Maintenance of Aadhaar Data Vault as a Service (ADVaaS)
In Compliance with UIDAI Guidelines and Regulatory Requirements

Ref. No. JKGB/DAC/2025-26/3761

Table of Contents

Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided information to bidders, whether verbally or in documentary form by or on behalf of Jammu and Kashmir Grameen Bank (JKGB), or any of their employees, consultants or advisers, is provided to bidders on the terms and conditions set out in this RFP document and any 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 by the Jammu and Kashmir Grameen Bank to any other Party. The purpose of this RFP document is to provide interested parties with information to assist in formulation of their Proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons or entities, and it is not possible for Jammu and Kashmir Grameen Bank, their employees, consultants or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain bidder may have a better knowledge of the proposed project than others. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Jammu and Kashmir Grameen Bank, its representatives, their employees, consultants and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Jammu and Kashmir Grameen Bank may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Some of the activities listed to be carried out by Jammu and Kashmir Grameen Bank as a part of the tendering process or the subsequent implementation are indicative only. Jammu and Kashmir Grameen Bank has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, in their best interests.

1. Bid Details:

Tender Reference Number: JKGB/DAC/2025-26/3761		
1	Date of uploading of RFP on bank's website and commencement of sale of Bidding Document	11-09-2025
2	Pre-bid Queries to be submitted on or before	22-09-2025, Time: 4:00 PM
3	Last date, time & Venue for submission of Bid Documents	03-10-2025 , Time : 2:00 PM DAC Cell, IT Department, Head Office Jammu and Kashmir Grameen Bank, Narwal Jammu – J&K
4	Date and Time of Technical Bid & Commercial Bid Opening	a. Technical Bid: 03-10-2025 Time: 3:00 PM b. Commercial Bid opening date will be intimated to the Bidder/s qualifying in Technical Bid in due course.
5	Place of opening of Bids	DAC Cell, IT Department, Head Office Jammu and Kashmir Grameen Bank, Narwal Jammu – J&K
6	Address for communication/Submission of bids	DAC Cell, IT Department Jammu and Kashmir Grameen Bank Head Office, Near Fruit Complex, Narwal, Jammu Pincode: 180006 JKGB e-Mail: angrez.manhas@jkgb.in/ abhishek.mishra@jkgb.in Phone:9419886668/8809653333
7	Cost of RFP document	A non-refundable fee of Rs 1500/-(Rupees One thousand five hundred only) in the form of Demand Draft in favour of The Chairman Jammu and Kashmir Grameen Bank, payable at Jammu.
8	Earnest Money Deposit	Rs. 2 Lac should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favor of The General Manager IT, Jammu and Kashmir Grameen Bank, Jammu payable at Jammu. BG should be valid up to 1 year from the last date of submission. or Online NEFT Details IFSC Code: JAKA0GRAMEN Bank & Branch: Jammu and Kashmir Grameen Bank, Narwal, JAMMU, J&K- 180006 Account No. 2000070690000001 Account Name:- EARNEST MONEY DEPOSIT

Any bid received after scheduled date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this.

Abbreviations

The long form of some abbreviations commonly used in the document is given below:

Abbreviations	Description
AES	Advanced Encryption System
ADV	Aadhaar Data Vault
API	Application Program Interface
ASA	Authentication Service Agency
DFS	Department of Financial Services
DR	Disaster Recovery
EMD	Earnest Money Deposit
FIPS	Federal Information Processing Standard
GUI	Graphical User Interface
HA	High Availability
HSM	Hardware Security Module
IBA	Indian Bank's Association
IDRBT	Institute of Development and Research in Banking Technology
KSA	KYC Service Agency
NABARD	National Bank for Agriculture and Rural Development
NDA	Non-Disclosure Agreement
NSIC	National Small Industries Corporation
NPCI	National Payments Corporation of India
PO	Purchase Order
PSB	Public Sector Bank
PSU	Public Sector Undertaking
PBG	Performance Bank Guarantee
PDF	Portable Document Format
RPO	Recovery Point Objective
RTO	Recovery Time Objective

SLA	Service Level Agreement
SOP	Standard Operating Procedure
TB	Terra Bytes
TCO	Total Cost of Ownership
TO	Technical Offer
TPS	Transactions per Second
JKGB	Jammu and Kashmir Grameen Bank
UID	Unique Identification
UIDAI	Unique Identification Authority of India

2. Introduction

Jammu and Kashmir Grameen Bank, established on 01st May 2025 through amalgamation of J&K Grameen Bank and Ellaquai Dehati Bank vide Government of India gazette notification CG-DL-E-07042025-262329 dated 07 April 2025.

The network of the Bank consists of Eight Regional Offices and 330 branches i.e. 326 branches in the UT of Jammu & Kashmir and 4 branches in the UT of Ladakh, which are engaged in providing all kind of financial services in both the Union Territories.

The bank recognized that it needed to respond to changing market dynamics, shifting its focus from that of a traditional public sector bank by adopting a modern, customer- centric business model. The agility needed to rapidly launch new services, improve efficiency, and reduce and manage risk would be delivered by a flexible, scalable, and innovative operating model.

The Bank proposes to invite tenders from eligible and UIDAI-compliant Service Providers or OEMs to deliver Aadhaar Data Vault as a Service (ADVaaS), including secure hosting, implementation, integration, and ongoing maintenance of the Aadhaar Vault solution. The service shall be provisioned in accordance with UIDAI guidelines at the vendor's secure Data Centre (DC) and Disaster Recovery (DR) sites, with connectivity and integration to the Bank's systems as per regulatory and functional requirements.

3. Objectives of the RFP

i. UIDAI is issuing a unique 12 digits random Aadhaar number to the residents of India after verification of demographic and biometric information. As part of demographic information, name, birth date, age, gender, address, mobile number, email id etc. are captured whereas fingerprints, iris scans and photograph are captured as part of biometric information by UIDAI for generation of Aadhaar number.

ii. Aadhaar number, being unique and verifiable in an online and cost effective way, various organizations like Banks, Telecoms, Govt. Department, Income Tax Department, Private Sectors, etc.

use Aadhaar number for eKYC, authentication and address proof to avail and provide various benefits/services. Aadhaar number is also used for AEPS and APBS transaction and various subsidy schemes for direct beneficiary transfers. All these organizations store Aadhaar number to deliver and avail services. Aadhaar Number holder has to share the Aadhaar Number to various entities and the entities store the Aadhaar numbers as reference key to deliver their services/benefits.

iii. UIDAI vide circular no. 11020/205/2017-UIDAI (Auth-I) dated 25-07-2017 has circulated guidelines and directed all banks for mandatorily storing Aadhaar number and any connected Aadhaar data on a separate secure database/vault/system. This system will be termed as "Aadhaar Data Vault" and will be the only place where the Aadhaar number and any connected Aadhaar data will be stored.

iv. At present, Aadhaar number is stored in CBS, PFMS, EKYC and others application. In view of UIDAI notification, Bank need to setup Aadhaar Vault to store Aadhaar number and reference key in secure and encrypted manner to comply with regulatory guidelines.

v. Bank invites proposals from UIDAI-compliant vendors for providing Aadhaar Data Vault as a Service (ADVaaS). The objective is to provide a secure, scalable and compliant service for storage, tokenization, and retrieval of Aadhaar numbers and eKYC data as per UIDAI regulations and circulars.

4. Invitation of Tender Bids

This RFP is an invitation for bidder responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Banks written acceptance & notification of award shall constitute a binding contract with the successful bidder.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.

5. Eligibility Criteria

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Document/s in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

5.1 The bidder should be a registered/incorporated company in India as per Companies Act 1956/2013 and must have in existence for the last 5 years. Relevant Documents of registration is to be submitted.

5.2 The Bidder must have a minimum annual turnover of ₹4.00 crore in any one of the last two financial years from Indian operations. Audited financial statements for FY 2024–25 are to be submitted. In case the audited financials are not yet available, a CA-certified provisional statement may be accepted. This turnover must pertain to the individual company and not to any group of companies.

5.3 The Bidder should have a positive net profit or positive EBITDA (Earnings Before Interest, Taxes, Depreciation, and Amortization) in the last financial year (2024–25).

5.4 The bidder should have proven experience in developing or managing Aadhaar-related infrastructure, especially Aadhaar Data Vaults, tokenization platforms, or similar sensitive systems in any one of the Bank. A minimum of one successful ADV implementation in a UIDAI-audited project will be considered essential. The bidder has to submit Purchase Order / Performance Certificate of solution.

5.5 All infrastructures must be located within India and must comply with MeitY and UIDAI guidelines for hosting, network security, and physical data protection. The bidder must use UIDAI-approved data centers or cloud environments with necessary certifications (e.g., ISO 27001, Tier III+ DCs) and ensure that all data storage, processing, and backup are done within Indian jurisdiction only.

5.6 The bidder must fully comply with all applicable UIDAI regulations, including the Aadhaar Data Security Regulations 2016, and any circulars or advisories issued from time to time. Their solution must be designed in accordance with UIDAI's latest specifications for Aadhaar Data Vault (ADV), ensuring secure tokenization, key management, HSM usage, and data masking as mandated by UIDAI. Evidence of prior compliance and readiness for UIDAI audits must be demonstrable.

5.7 The Bidder should be OEM or Original Solution Developer (OSD) or their authorized partners or Service Provider (SP) or System Integrator (SI) of OEM/OSD in India with an authority to do customization/up-gradation during the period of contract with the Bank. Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM within the stipulated time. Both OEM/OSD & their authorized partner cannot participate in the RFP. In case, both OEM & his authorized partner participates, only bid of the OEM/OSD will be considered.

5.8 The Bidder should have not been black listed at any time by the Central / State Governments/ PSUs/PSBs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs/PSBs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise it will not be considered. Self-Declaration on Company's letter Head signed by authorized signatory of the bidder as per the Annexure O is required to be submitted.

The participating bidders are required to submit unambiguous documentary evidences, in support of their meeting the above eligibility criteria. The Bidder must comply with all above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the Bid summarily.

Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason what so ever.

All documentary evidence/certificates confirming compliance to eligibility criteria should be part of technical bid.

6. Scope of Work

Bank is currently storing Aadhaar Number in CBS, EKYC applications and PFMS etc. UIDAI vide circular no. 11020/205/2017- UIDAI (Auth-I) dated 25.07.2017 on ADV implementation and circular no. 11020/204/2017- UIDAI (Auth-I) dated 22.06.2017 on HSM implementation and revised guidelines in Circular No. 8 of 2025 dated 18.07.2025 has directed all entities for mandatorily store Aadhaar number and any connected Aadhaar data on a separate secure database/vault/system. This system will be termed as "Aadhaar Data Vault" and will be the only place where the Aadhaar number and any connected Aadhaar data will be stored. The scope of work includes following, but is not limited to:

6.1. Provision of UIDAI-Compliant ADVaaS Platform

The service provider shall deliver a fully managed, Aadhaar Data Vault as service platform in compliance with UIDAI circulars including 25.07.2017, 22.06.2017, and Circular No. 8 of 2025, ensuring Aadhaar numbers and connected data are securely stored and tokenized. The platform must be certified, maintained, and continuously aligned with the latest UIDAI security and operational standards.

6.2. Reference Key (Token) Management

The system must securely generate and manage Reference Keys for all Aadhaar numbers ingested into the Bank's ecosystem. These keys must be local, cryptographically secure, and ensure that the Aadhaar number cannot be reverse-engineered. The reference keys will be used in all applications (e.g., CBS,Ekyc app, Aeps) via secure APIs, replacing direct Aadhaar usage.

6.3. Tokenization API Services

The service provider shall expose secure APIs for reference key creation, Aadhaar retrieval (reverse lookup), status update, bulk Aadhaar migration and bulk Aadhaar retrieval. These APIs must support TLS 1.2/1.3, be authenticated via strong mechanisms, and be available with high performance and fault tolerance to support real-time transactions without delay.

6.4. HSM-Backed Encryption & Data Security

The ADVaaS platform must ensure all Aadhaar numbers are encrypted using algorithms compliant with UIDAI (e.g., AES-256 for data, RSA-2048 for public keys) with key storage strictly within FIPS 140-3 Level 3 certified HSM modules. No plain Aadhaar data shall be stored or transmitted at any point outside of this secure, isolated system.

6.5. Audit, Dashboard, Logging & Compliance Monitoring

The solution must support immutable, cryptographically chained audit logs capturing all events including access, token generation, API usage, and administrative changes. These logs must be

retained securely as per UIDAI's retention timelines and presented during internal or UIDAI-directed external audits. An audit and reporting dashboard must be provided to help in Res and auditors monitor vault activity.

6.6. Integration with Bank Applications via Secure Channels

The vendor will ensure seamless, secure, and scalable integration with all Aadhaar-consuming bank applications (CBS, FI stack, mobile banking, merchant app, etc.) without local installations or additional licensing. The reference key must be retrievable in real-time, and Aadhaar should never be exposed at the application layer. All network connection with bank' network must be secured line preferably by MPLS or any another network as decided by bank. Also vendor will ensure that in future if any other channels/applications required integration that will be done at no extra cost.

6.7. Compliance with Legal and Regulatory Mandates

The solution must comply fully with Aadhaar Act 2016, UIDAI Security and Storage Regulations, and Digital Personal Data Protection Act (DPDPA) 2023. The service provider must keep the platform updated against all current and future mandates from UIDAI, RBI, IBA, DFS, CERT-In, and other competent authorities, and must offer compliance reports and remediation support accordingly.

6.8. Data Residency and Infrastructure Requirements

All infrastructure used for ADVaaS must be hosted on MeitY-approved data centers located in India. The vendor must provide details of redundancy, DR, and failover mechanisms, and guarantee availability SLAs (minimum 99.95%). No Aadhaar data or tokens should be processed or transmitted outside Indian jurisdiction.

6.9. VA/PT & Security Audit Compliance

The vendor shall ensure that the ADVaaS solution passes quarterly VAPT scans, annual UIDAI-format audits, SOC 2 (type ii) audits and any unscheduled audits from regulators. All observations from security assessments must be remediated within defined timelines (typically 15 days) at no extra cost to the bank. Also all future regulatory compliance done at no extra cost till contact period.

6.10. Migration & Bulk Tokenization Support

The platform must support first-time migration of existing Aadhaar numbers from the Bank's legacy systems into the vault, with batch processing, deduplication, and validation checks. All historical Aadhaar data must be tokenized with integrity preserved and signed off jointly by the Bank and vendor.

6.11. Training and Knowledge Transfer

The vendor must provide detailed product training, admin user onboarding, and annual refreshers for the Bank's personnel (minimum 10 staff) on usage, compliance handling, API access, and audit preparation.

6.12. UAT, SLA Monitoring, and Lifecycle Support

A UAT environment must be made available throughout the contract period. The vendor shall provide release notes, changelogs, and impact assessments prior to any platform upgrade. SLAs for uptime, incident resolution, and support must be met, with performance and usage reports shared quarterly.

6.13. Tokenization and HSM Integration Requirements

The bidder must provide a tokenization system that replaces Aadhaar numbers with irreversible reference tokens in compliance with UIDAI mandates. The solution must integrate with UIDAI-approved Hardware Security Modules (HSMs) that meet FIPS 140-3 Level 3 standards. Key management operations, such as generation, rotation, archival, and destruction, must strictly follow UIDAI cryptographic practices and be independently auditable.

6.14. Audit-Readiness and Immutable Logs

The system must be designed for audit readiness with capabilities to generate UIDAI-format audit logs that are immutable, time-stamped, digitally signed, and hash-linked. The bidder should demonstrate capability for quarterly security audits by CERT-IN empaneled agencies, and support for log retention for at least 7 years. Security incident response, SIEM integration, and regular compliance reporting must be built-in features of the offering.

6.15. API Security and Access Controls

The bidder must provide secure, standards-compliant tokenization and de-tokenization APIs that use TLS, OAuth2, or similar UIDAI-approved authentication and authorization mechanisms. All API endpoints must be protected against replay attacks, injection threats, and unauthorized access. Role-based access control (RBAC), audit logging of every token request, and automatic session expiry must be implemented to ensure traceability and security.

6.16. The bidder will be responsible for hardening of the OS for Aadhaar Data Vault Solution as per the bank's IT security policy. During the contract period, the bidder will apply patches and upgrade of OS, database, application, etc. from time to time without any additional cost to the Bank.

6.17 All hardware used and software provided under this tender should support for IPv4 and IPv6 from day one.

6.18 Aadhaar Data Vault solution should support the features and functionalities as mentioned in the Annexure-E–Technical Specification of the Solution. The bidder is responsible for Primitive maintenance of proposed solution and share the report with the Bank for every quarter. Vendor should provide all feature upgrades or version upgrades during contract period without any cost.

6.19 The vendor will provide services for implementation / rolling-out /support / maintenance of proposed solution for a minimum period of 5 years (1 year's warranty + 4 years AMC) from Go Live date with option of further extension of contract for another 2 years at the same rate, provided services of the bidder is satisfactory and at bank's sole discretion.

6.20   Regulatory Compliance:

a) The bidder must ensure that the proposed Aadhaar Vault solution complies fully with the Aadhaar Act, 2016 and its subsequent amendments, as well as with all circulars and technical requirements issued by UIDAI, including but not limited to UIDAI Circulars No. K-11020/205/2017 (Auth-I), 11020/204/2017 (Auth-I), Circulars No. 4, 5, 6 of 2018, the UIDAI Compendium (May 2019), FAQs (v1.0 dated 28-07-2022), Compliance Checklist v3.0, and UIDAI Circular No. 8 of 2025 dated 18.07.2025. The solution must remain up-to-date and aligned with all evolving regulations from UIDAI, RBI, NPCI, DFS, NABARD, and any other applicable authority throughout the contract period. Any changes mandated by these bodies must be incorporated by the bidder within a 1-month timeframe at no additional cost to the Bank.

b) The bidder must implement a tokenization system that irreversibly replaces Aadhaar numbers with UIDAI-compliant reference tokens, supporting integration with Hardware Security Modules (HSMs) that conform to FIPS 140-3 Level 3 standards. Key lifecycle management—including secure generation, rotation, archival, and destruction—must follow UIDAI's cryptographic standards. Secure de-tokenization must be possible through audited APIs using OAuth2, TLS, and other UIDAI-approved authentication methods, with mechanisms to prevent replay attacks, unauthorized access, and injection vulnerabilities.

c) The solution must comply with the Digital Personal Data Protection (DPDP) Act, 2023 and any amendment for act, ensuring lawful processing of Aadhaar-related data and protection of data principals' rights through purpose limitation, consent-based access, role-based access control, and data minimization. The bidder must implement all prescribed technical and organizational measures and ensure that all third parties or processors involved in delivering the solution also comply with the DPDP Act and relevant notifications.

d) The system must be designed for audit readiness, enabling the generation of UIDAI-prescribed audit logs that are immutable, time-stamped, hash-linked, and digitally signed. The bidder must provide evidence of the solution's capability to undergo quarterly security audits by CERT-IN empaneled auditors, enable SIEM integration, support log retention for at least 7 years, and address all audit findings or deviations—whether discovered by internal, external, or regulatory auditors—within regulatory timelines and without additional cost to the Bank.

e) Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.

7. Disaster Recovery

The proposed system must be capable and compatible for Disaster Recovery Implementation. The successful bidder should describe the provisions and setup required for disaster recovery. The successful bidder should replicate the whole setup for all modules with customization in DR.

8. Support

8.1 Maintenance Support

8.1.1   The Bidder must provide uninterrupted availability of the solution and ensure that the problem is resolved within the time schedule as prescribed in the Service Level agreement

(SLA). The support includes, inter alia, maintenance, patch management, upgrades and troubleshooting, audit closures, DR Drills etc.

8.1.2 The bidder shall propose Support & Subscription services from the OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 supports as per response time matrix.

8.1.3 The bidder shall propose Plan & Design/Architecture services from the OEM. The OEM shall conduct a health-check of the deployed solution in every quarter and submit a report indicating compliance to reference architecture and best practices.

8.2 Project Management

8.2.1 Successful bidder must appoint a Support Coordination Manager dedicated to the Bank account only, immediately after receiving the work order/ letter of intent. The Coordination Manager should have direct experience of successful end to end implementation/management of the entire project. The Coordination Manager should be directly and easily accessible to the Bank officials through convenient communication channels like phone/e- mail.

8.2.2 Detailed Project review must be conducted during project execution at no additional cost. These reviews are required weekly/fortnightly/monthly (frequency will be decided by the Bank) with the project leaders/ project manager or steering Committee level (of successful bidder and the Bank) respectively. The review will be in order to monitor progress of the project and take necessary corrective action, if required. The successful bidder will submit weekly reports regarding the progress of work along with the corrective actions/ suggestions and risk management plan. Any document submitted by the successful bidder should be properly backed up by quality review documents. Extension of contract for support however shall be at the discretion of the bank.

8.3 Implementation Plan and Schedule (As per UIDAI-compliant ADVaaS Requirements)

The Bidder shall provide all services as specified in the Technical, Compliance, and Operational sections of this RFP. The entire Aadhaar Data Vault as a Service solution, including HSM as service, tokenization, UIDAI-compliant audit logging, security configurations, and role-based access control, must be implemented within 16 weeks from the date of Purchase Order (PO). The selected Bidder must also ensure continuous coordination with the Bank's designated team during each phase of the implementation lifecycle.

The project should be completed within 16 weeks from date of placing of purchase order as under:

Sr. No	Activities	Duration
1.	Provisioning, Delivery, and Setup of UIDAI-Compliant Infrastructure: This includes provisioning of cloud/on-prem ADVaaS environment, deployment/integration of FIPS 140-3 Level 3 certified HSM, secure network configuration, and establishment of secure access	4 Weeks
2.	Deployment of Tokenization Engine & API Gateway: Setup of irreversible UID tokenization engine, integration of UIDAI-approved secure APIs (with OAuth2/TLS), RBAC enforcement, audit log mechanism (hash-linked, time-stamped), and replay attack protection.	4 Weeks
3.	UIDAI Compliance Configuration and Testing: Includes configuration of UIDAI circular-based controls (Virtual ID, limited KYC, etc.), audit trail format finalization, test runs for UIDAI-format audit log generation, and end-to-end functional validation	3 Week
4.	User Acceptance Testing (UAT), Security Hardening & Pilot Rollout: CERT-IN empaneled vulnerability assessment, security audit readiness checks, integration with SIEM tools, backup/archival setup, training for internal audit team, and pilot implementation with real data	3 Week
5.	Final Go-Live, Documentation & Compliance Handover: Go-Live of ADVaaS solution, submission of final UIDAI compliance report, technical and operational manuals, audit response SOPs, and knowledge transfer to Bank's IT/security team	2 Week
	Total	16 Weeks

9. Instructions for Bid Submission:

9.1   Bid Security/EMD

9.1.1 The bidder should deposit bid security/Earnest Money Deposit of Rs.2,00,000/- (Rupees Two Lac Only) by the electronic means through NEFT as mentioned in the bid details table in favor of Bank valid for 180 days. The EMD submitted by the unsuccessful vendors will be released after the completion of evaluation process. The EMD of the successful vendor will be released on submission of Performance Bank Guarantee.

9.1.2 In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered

with MSME/NSIC under single point registration scheme. No interest will be payable on the Bid Security amount.

9.1.3 Unsuccessful Bidders" Bid security with no interest earned will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Annexure Q.

9.1.4 Bid security of successful bidder will be released after submission of Performance Bank Guarantee within six months from the date of receipt of purchase order or before expiry of EMD for an amount equivalent to 10% of the project cost valid till contract period of 5 years The Selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and during the period of contract.

9.1.5 Bid Security will be forfeited in the following cases:

9.1.5.1 If a bidder withdraws its bid during the period of bid validity; or

9.1.5.2 If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract or refuses to correct the errors found in the bid.

9.1.5.3 if Bank decides to conduct reverse auction and any of the shortlisted bidder does not participate in the reverse auction at least by way.

9.1.5.4 In case of a successful Bidder, if the Bidder fails:

      a. To execute Contract within the stipulated time.

      b. To respond to the Purchase order within the stipulated time, or

      c. To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein

The successful Bidders Bid security will be discharged without interest upon the Bidder signing the Contract and furnishing the performance bank guarantee as per the format mentioned in Annexure J, Performance Bank Guarantee.

9.2 Performance Bank Guarantee

The Bank will require the selected Bidder to provide a Performance Bank Guarantee as per format mentioned in Annexure-J, within 30 days from the date of acceptance of the Purchase Order or signing of the contract whichever is earlier, for a value equivalent to 10% of the Total Project Cost. The Performance Guarantee of the same amount should be valid for a period of the contract i.e 5 years. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and during the period of contract. In case the selected Bidder fails to submit performance guarantee within the time stipulated, The Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

9.3 Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

9.4 Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer.

9.5 Amendment of Bidding Documents

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

9.6 Two Part Bid

Both Technical & commercial must be submitted at the same time, giving full particulars in TWO SEPARATE sealed envelopes at the Bank's address as per control sheet table.

Offers received after the specified last date and time will be rejected. All envelopes should be securely sealed and stamped.

All the separate sealed envelopes containing offers must be submitted to the Bank directly as under:

   i.   **Envelope-T:** Technical Offer
   ii.   **Envelope-C**: Commercial Offer

Each of the above set of offer must be labelled with the following information:

Type of Offer: (Technical or Commercial)

RFP Reference Number:

Due Date:

Name of the Bidder:

   i.   ENVELOPE- T (Technical Offer):

The Technical offer (T.O) should be complete in all respects and contain all information asked for, except prices. The Technical Offer should not contain any price information. The Technical offer should be complete to indicate that all products and services asked for are quoted and all terms adhered to.

EMD in the form of BG or NEFT details should be kept in Original Technical Offer being submitted to the Bank.

The EMD submitted by the unsuccessful Bidders will be returned soon after the completion of the process but not later than sixty (60) days after the completion of the bid process. The EMD of the successful Bidder will be returned after the submission of the Performance Bank Guarantee.

ii. ENVELOPE-C (Commercial Offer):

The Commercial Offer (C.O) should give all relevant price information and should not contradict the Technical Offer in any manner.

Technical and Commercial Offers must be submitted separately, in different envelopes. It may be noted that if any envelope is found to contain both technical and commercial offers, such offer will be rejected.

Sealed separate envelopes carrying Technical Bid (Envelope T) and Commercial Bid (Envelope C) should be put in a single sealed outer cover duly sealed and super scribed with the following information:

1. Name of the Bidder
2. Offer Reference: "Quotation for Aadhaar Data Vault Solution "

The Bid shall be typed in English and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids.

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

Bid Currency
Prices shall be expressed in Indian National Rupees only.

9.7 In case of bidders who have been registered with MSME/NSIC, are eligible for waiver of EMD and RFP cost, they need to submit valid MSME/NSIC Certificate clearly mentioning that they are registered with MSME/NSIC under single point registration scheme.

9.8 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank has the right to re-issue tender/bid. The Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all Bidders. The Bank will not be obliged to meet and have discussions with any Bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.

9.9 BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS / CANCELLATION OF TENDER PROCESS

BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of Bank in this regard shall be final,

conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this RFP. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

9.10 PRELIMINARY SCRUTINY

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

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

c. The Bank will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria.

d. Prior to technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.

e. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

f. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

9.11   EVALUATION PROCESS

The selection of the bidders shall be based on Quality cum Cost Based Selection (QCBS) Methodology i.e. the aggregate scores of Technical Bids (70% weightage) and Commercial Bids (30% weightage). The percentage weights that shall be assigned to different modules in case of Technical Bids evaluation are as under:

1. Conformity to Technical Specifications (Annexure-E)	60
2. Presentation/Demo	40

Financial/Commercial bids of those bidders will be opened who obtain minimum qualifying technical scores of 70. The technical score shall be evaluated by the designated technical committee of the bank as per the methodology described as under:

a) The total marks for evaluation shall be 60, which will be the aggregate of all functional blocks mentioned in the technical specifications (Annexure-E). Marks will be distributed proportionally across the functional blocks based on their relevance and importance.
b) Presentation/Demo of the proposed solution with the total of 40 Marks.

The Bank may at its discretion conduct reverse auction. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically.

9.12 OVERALL EVALUATION MARKS

The combined marks of both the Technical and Financial/Commercial proposals as per Weightage stated will determine the Final Attained Marks. Based on the total marks obtained in Technical and Commercial Evaluation, the following is the methodology for calculating the Final Marks.

Final Marks (F) = (C-low / C) * 30 + (T / T-high)* 70

C-low: Lowest Price quoted, C: Bid Price as quoted by the bidder

T-high: Highest Technical Score Obtained, T: Technical Score obtained by the bidder

The Bidder scoring the maximum Final Marks (F) shall be identified.

9.12 COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

It shall be the sole responsibility of the Vendor to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP.

9.13 INTELLECTUAL PROPERTY INDEMNITY & INDEMNITY AGAINST MISUSE OF LICENSE

The selected vendor has to undertake to indemnify the Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, licensing arising out of the performance of this contract.

9.13 FORMAT FOR TECHNICAL BID

The Technical bid must be made in an organized and structured manner in the following form:

a. Index
b. Letter of Acceptance (Annexure-A)
c. Bid Form (Annexure B)

d. Conformity to compliance of Scope of Work of the RFP on bidder's letter head.

e. Conformity to compliance of Eligibility Criteria (Annexure-D) mentioned in RFP on bidder's letter head.

f. Conformity to compliance of Technical Specifications (Annexure-E) on bidder's letter head.

g. General Details of the Bidder (Annexure-C)

h. Letter for acceptance and compliance of all the Terms and Conditions of RFP (Annexure D (A)).

i. Tender Fees NEFT Details

j. Bank Guarantee as EMD or NEFT Details (Bank Guarantee as per format in Annexure-K).

k. A statement that the Bidder is agreeable to the Service Level agreement as detailed in the RFP

Note: All Claims made by the Bidder will have to be backed by documentary evidences. The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required or to submit a Bid not substantially responsive to the Bank in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

9.14 FORMAT FOR COMMERCIAL BID

The Commercial bid shall be submitted as per the following format;

Sl. No.	Items	Unit Cost (A)	Quantity (B)	Total Cost in Rs. (Exclusive of Taxes) C = A x B
1	**Aadhaar Data Vault as a Service (ADVaaS)**			
	i. Monthly Subscription Charges (Includes Hosting, HSM, Infra, Tokens, Logs)		60 Months	
	ii. One-Time Onboarding & Integration Cost (Setup, UAT,Configuration, Deployment)		1	
	iii. Tokenization & Virtual ID Implementation Service (as per UIDAI circulars)		1	
	iv. UIDAI Compliance Customization/Modifications		1	
	Total ADVaaS Cost [i + ii + iii + iv]			
2	**Support & Maintenance Services**			
	Annual Technical Support (Remote + Email + Escalation matrix) and UIDAI Compliance Support (Audit response, compliance update support)		1*4 Year	
	Total Support Cost			
3	**Audit, Certification & Compliance Cost**			
	i. Initial Security Audit and Certification (UIDAI Compliant)		1	
	ii. Annual UIDAI Compliance Re-certification		1*4 Year	
	Total Audit & Certification Cost [i + ii]			
4	Total Cost of Ownership (TCO) = 1 + 2 + 3			Rs. _____

1. Bidder must ensure high availability of service hosted on MeitY-approved cloud or on-prem as per UIDAI directive.

2. The TCO should include all implementation, deployment, support, HSM usage, tokenization, audit handling, UIDAI compliance monitoring and reporting without any additional hidden cost.

3. The monthly ADVaaS service fee must cover the entire lifecycle – software licenses, cloud infra, logs, key management, audit logging, etc.

4. Bidder must provide per-unit GST bifurcation (CGST/SGST/IGST) at the time of invoicing.

5. Bidder must comply with UIDAI Circulars (2017 to 2025), including Circular 8 of 2025 dated 18.07.2025 and FAQs (v1.0) dated 28-07-2022.

6. If any cost item is quoted as zero, it will be considered as free of cost to the Bank.

7. The Bank reserves the right to request justification or clarification on quoted prices.

8. TCO quoted should be exclusive of GST. Taxes will be paid at actuals.

9. Bidder shall not change the commercial format and should submit it only in this structure.

9.15   RFP Clarifications

The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit our Banks website/e-Procurement site for clarifications and other communications.

9.16   Award of contract

On completion of the evaluation of commercial bids, the Bank shall determine the L1 Bidder offering the most cost-effective Aadhaar Data Vault as a Service (ADVaaS) solution, compliant with UIDAI mandates. The contract shall be awarded to the L1 Bidder, subject to successful verification of technical and regulatory compliance.

9.17   Price Composition

9.17.1 The price quoted should be inclusive of all deliverables under the ADVaaS model, including enterprise licensing, secure hosting of the Aadhaar Data Vault solution, tokenization services, UIDAI-compliant Hardware Security Module (HSM) as service, data encryption, deployment, onboarding, secure API gateway access, RBAC implementation, audit support, and full-service operations and maintenance over the contract period.

9.17.2 The Total Cost of Ownership (TCO) is applicable for five years, and shall include:
   a) Complete service provisioning with hosting in UIDAI-compliant data centers
   b) Software license for the service period
   c) Annual Technical Support (ATS) and Operational Support for the full duration
   d) All compliance, audit, and security features mandated by UIDAI
   e) No physical hardware ownership or AMC by the Bank is required under this model.

9.17.3 The commercial bid should be submitted in the mentioned format clearly indicating the recurring and non-recurring components, and the overall TCO for the contract period.

9.17.4 The Bank shall not be liable for any separate charges toward logistics, personnel deployment, hosting infrastructure, security certifications, travel, or incidental expenses. All such costs must be included in the quoted TCO.

9.17.5 The quoted prices shall be firm and fixed for the entire contract duration and shall be expressed in Indian Rupees. No escalation in costs will be accepted during the period of the contract.

9.17.6 The quoted total cost should be exclusive of all applicable taxes and duties. GST (SGST, CGST & IGST) shall be payable by the Bank at actuals on submission of a valid invoice.

9.17.7 If the cost for any line item is indicated as zero/nil/blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

10. Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser 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 on income and profits made by the Bidder in respect of this Contract.

11. Onsite development, support & maintenance Resource

11.1   Under the ADVaaS model, the Bank does not mandate onsite resource deployment. However, the Bank reserves the right to seek the services of technical personnel, either onsite or remotely, at its discretion during critical phases such as implementation, testing, audit, or maintenance. If invoked, the bidder shall provide qualified personnel at the pre-discovered rate through this tender process.

11.2   During the assignment substitution of resources shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet obligation. In such circumstances vendor can do so only with the concurrence of the bank by giving sufficient intimation / notice and by providing alternate staff of equivalent/higher competency. If bank is not satisfied with substitution, bank reserve the right to terminate the onsite contract and recover whatever payments made by the bank to the vendor during the

course of the assignment besides claiming an amount, equal to onsite contract value as liquidated damages.

11.3   Bank may take additional resource/s as per frozen price through this tender process.

11.4   Any engaged resources must have relevant technical qualifications and at least one year of experience in Aadhaar-related systems, tokenization platforms, or cryptographic infrastructure. The resource shall support activities like configuration, API integration, audit compliance, log analysis, security patching, DR drills, reporting, and VAPT closure. The exact scope of work will be communicated by the Bank at the time of requirement.

11.5   Implementation team of the bidder should be well versed with the product features and functionalities available in the product. All the available functionalities should be properly demonstrated to the bank's team and configured in such a manner so as to ensure optimal utilization of all the available product features.

11.6   Detailed process documentation, SOP (Standard operating procedure) and management of Solution should be created and submitted before project signoff.

11.7   The bidder shall ensure all deployed resources maintain confidentiality and sign the Bank's prescribed Non-Disclosure Agreement.

12. Rejection of Bid

 The Bid is liable to be rejected if:

12.1   The document does not bear signature of authorized person in each page and duly stamp.

12.2   Incomplete Bids, including non-submission or non-furnishing of requisite documents /Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.

12.3   It is evasive or contains incorrect information.

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

12.5   Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.

12.6   Non submission of RFP cost, bid security/EMD.

13. Pre-Bid Meeting/Online Response

Bidders have to submit their queries online as per the schedule mentioned in the bid details table. Bank shall respond to all the queries posed by the bidders online through email as per the date and time mentioned in the bid schedule. Any further information will be provided to all bidders on Banks website portal as corrigendum.

14. Modification and Withdrawals of Bid

No bid can be modified or withdrawn by the bidder subsequent to the last date and time for submission of bids. In the event of withdrawal of the bid by bidders, the EMD will not be refunded by the Bank.

15. Liquidated Damage (LD)

If the successful bidder fails to provision the Aadhaar Data Vault as a Service (ADVaaS), including supply, deployment, configuration, and go-live within the stipulated implementation period mentioned in the RFP or the issued Purchase Order, the Bank reserves the right to levy Liquidated Damages (LD) without prejudice to its other contractual rights and remedies.

For calculation of LD:

15.1   The applicable contract price for LD calculation shall be the Total Cost of Ownership (TCO) excluding AMC/ATS and optional resource deployment charges. The entire project must be commissioned and declared go-live within 16 weeks from the date of purchase order. In the event of delay, LD will be charged at a rate of 1% of the order value per week or part thereof, limited to a maximum of 10% of the TCO (excluding AMC/ATS and personnel charges). If the delay extends beyond 15 days after reaching the 10% cap, the Bank reserves the right to terminate the contract and recover losses incurred.

15.2   Any part of a week will be treated as a full week for LD calculation purposes. The Bank may deduct the LD amount from any payment due under this project or other ongoing projects with the same bidder. Imposition of LD does not absolve the successful bidder from its obligation to complete the project deliverables or discharge any other responsibilities under the contract.

15.3   The Bank, at its sole discretion, may condone delays that are genuinely beyond the bidder's control and not attributable to the bidder's default.

16. Warranty

16.1   All support and services necessary for provisioning, customization, deployment, maintenance, and smooth functioning of the Aadhaar Data Vault Solution (ADVaaS), as specified in this RFP, shall be considered part of the bundled deliverables under the contract period, whether under the initial warranty or during ATS/AMC. The warranty shall be comprehensive and on-site (or as applicable under service model terms), starting from the date of Go-Live and shall remain valid for one year for software components. During the warranty, the bidder shall provide all corrective and preventive maintenance at no additional cost to the Bank.

16.2   Any corruption in the software or media or any services shall be rectified during the full period of the contract including warranty, if contracted, at no extra cost to the Bank.

16.3   The executions of the service(s) herein is and shall be strictly in accordance and in compliance with all Applicable Laws, as amended from time to time, the regulatory framework governing the same and the Good Industry Practice. It has all permissions, consents, approvals and license from all authorities, regulatory /statutory and non-regulatory, for executing the Service(s).

16.4   The successful bidder warrants that Deliverables and the Services provided by the successful bidder shall be as per the terms of this Agreement. The successful bidder should guarantee that the software supplied to the Bank is licensed and legally obtained and confirm information/cyber security. Software must be supplied with their original and complete printed documentation. The successful bidder shall be fully responsible for warranty of all the system components in respect of proper design, quality, material and workmanship of the software, accessories etc. covered by the offer.

17. Contract Period

The contract period for Implementation of required solution will be initially for a period of 5 years support from the date of go-live/implementation with the selected bidder including one year warranty and 4 years Annual Technical Support post warranty for solution. However, if the Bank desires, it must be agreeable to the selected bidder to provide Annual Technical Support for Application software for the next two years after expiry of the contract period on mutually agreed terms and will be renewed on yearly basis. Bank reserves the right to extend the contract for further period of two years at mutually agreed terms.

The successful bidder shall execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-disclosure Agreement (NDA). The bidder shall execute the SLA and NDA within one month/within the date specified by bank, from the date of issuance of purchase order. The contract shall be executed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the successful bidders.

SLA will cover performance and availability of the solution deployed. The Bidder shall bear entirely and exclusively all costs (whether in term of time or money) associated with the preparation and submission of its Bid and the Bank will in no case be held responsible or liable for these costs regardless of the conduct or outcome of the bid process including but not limited to cancellation/ abandonment/annulment of the bidding process.

18. AMC/ATS

After expiry of the warranty period, the Bank will engage the selected bidder under an Annual Technical Support (ATS)/ Annual Maintenance Contract (AMC) for ongoing maintenance of the ADVaaS platform. The ATS shall cover software-level updates, UIDAI regulation compliance, patching, audit requirements, security upgrades, and minor enhancements for a period of four (4) years post-warranty.

ATS charges shall be payable as per agreement and term and conditions subject to successful delivery of performance reports, invoices, and compliance certificates.

Any changes required under UIDAI circulars, MeitY guidelines, RBI/GoI notifications, or security frameworks must be implemented by the vendor free of cost during the warranty and ATS period.

The bidder must fully cooperate and provide tools, access, and resources for a seamless knowledge transfer or transition if so directed by the Bank.

The Bank reserves the right to terminate the ATS (if contracted) by giving Successful Bidder, a prior and written notice of one month indicating its intention to terminate the Contract, if the services rendered by the vendor(s) are not satisfactory. In that case, the vendor(s) will refund the proportionate amount of ATS for the rest of the period of the ATS, if any.

Not following all that is mentioned above, the Bank reserves the right to outsource the software maintenance work to a third party or the bank may decide to perform the same through its internal resources. Whatever the case may be (either third- party maintenance or maintenance through internal resources), the vendor(s) shall provide requisite maintenance training, technical know-how, and expert assistance to the persons and/or agencies, duly authorized by the Bank for this purpose with no extra cost to bank.

Any decision in this regard by the Bank shall be final, conclusive and binding on the selected Bidder and shall not be questioned/ challenged by the selected Bidder.

19. Adherence of cyber security policy

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should aware about bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank as and when sought.
Credentials of vendor/third party personnel accessing and managing the banks critical assets shall be maintained and shall be accordance with Banks policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

20. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the procurement of this RFP or any part/component thereof in India, the supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the supplier of such claim, if it is made, without any delay.

21. Price Validity

Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period of five years. The Total cost should be exclusive of all applicable taxes, GST (SGST, CGST & IGST) and will be payable in actual on the date of invoicing.

22. Payment Terms

22.1   The terms of payment will be as follows:

a) AMC/ATS: Includes technical support, tokenization operations, UIDAI-compliant audit readiness, manpower deployment, and patch management.
b) No Advance Payment will be made.
c) TDS and GST as per applicable norms.
d) All payments will be made in Indian Rupees via RTGS/NEFT.
e) Payment will be made on the following basis:

Sr. No	Project Milestones	Software Cost (License + Customization + Tokenization + HSM-as-a-Service)	AMC/ATS Cost (Support, Audit, Manpower, Maintenance)
1	Delivery of Software, HSM Integration & Technical Documentation	10%	-
2	Installation and Configuration of Aadhaar Vault Solution	20%	-
3	UAT Sign-off, Tokenization Test, and UIDAI Format Logging Verification	20%	
4	Go-Live of ADVaaS Solution	20%	
5	Submission of Performance Bank Guarantee	15%	-
6	Successful DR Drill and Compliance Submission as per UIDAI Circulars	15%	-
7	Start of AMC/ATS period after Go-Live (annual payment at start of each year for	-	100% (in 5 equal yearly payments)
	TOTAL	100%	100%

Note: Bidder has to submit Performance Bank Guarantee (BG) for 10% of order value (Excluding onsite support & AMC/ATS amount) valid till contract period of five years (the format of BG will be given by the Bank) from the date of go-live. In case of non-submission of BG Bank will withhold 10% of order value till contract period of five years.

22.2   The Bidder's request(s) for payment shall be made to Bank in writing (Invoice) accompanied by the daily/weekly/monthly reports for which payment is being claimed.

22.3   All the payments to the Bidder shall be subject to the report of satisfactory accomplishment of the concerned task / performance/ delivery of the Services to the satisfaction of Bank for this purpose.

22.4   Penalties if any, on account of non-compliance of Service Requirements/ liquidated damages, if any, shall be deducted from the invoice value/ EMD amount.

22.5   Under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.

22.6 Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.

22.7 Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.

22.8 Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.

22.9 It is clarified that any payments of the charges made to and received by Successful Bidder personnel shall be considered as a full discharge of bank's obligations for payment under the Agreement.

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

22.11 Penalties / liquidated damages, if any, shall be deducted from the invoice value.

23. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the BANK.

24. Limitation of liability

Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to following:

24.1 The infringement indemnity; or

24.2 Bodily injury (including death) and damage to real property and tangible personal property caused by Vendors negligence.

24.3 Financial loss due to delay in service/delivery or claim for damages due to breach of contract.

24.4 Due to any wrong coding / breach of system / bugs in customization/configuration / development /testing & lapses in support, the selected bidder is liable to pay the financial losses incurred to the Bank.

`For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by Bank on the Vendor under this project.

25. Confidentiality

Vendor understands and agrees that all materials and information marked and identified by BANK as 'Confidential' are valuable assets of BANK and are to be considered BANK's proprietary information and property. Vendor will treat all confidential materials and information provided by BANK with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Vendor will not use or disclose any materials or information provided by BANK without BANK's prior written approval.

Vendor shall not be liable for disclosure or use of any materials or information provided by BANK or developed by Vendor which is:

a) Possessed by Vendor prior to receipt from BANK, other than through prior disclosure by BANK, as documented by Vendor's written records;

b) Published or available to the general public otherwise than through a breach of Confidentiality;

c) Obtained by Vendor from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to BANK;

d) Developed independently by the Vendor.

In the event that Vendor is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, vendor shall promptly notify bank and allow bank a reasonable time to oppose such process before making disclosure.

Vendor understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause BANK irreparable harm, may leave BANK with no adequate remedy at law and as such the Bank is entitled to proper indemnification for the loss caused by the Vendor, if quantified. Further the BANK is entitled to seek to injunctive relief.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Nothing contained in this contract shall limit the Vendor from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract. The confidentiality obligations shall survive for a period of one year post the termination/expiration of the Agreement.

26. Indemnity

The Company hereby indemnifies, protects and saves Bank and holds Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including attorney fees), relating to or resulting directly or indirectly from (i) an act of omission or commission of the Company, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement, (ii) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Company, (iii) bonafide use of the deliverables and or services provided by the Company, (iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project, (v) claims made by the employees, sub-contractor, sub-contractors employees, who are deployed by the Company, under this contract, (vi) breach of confidentiality obligations of the Company, (vii) gross negligence or gross misconduct solely attributable to the Company or by any agency, contractor, subcontractor or any of their employees by the Company for the purpose of any or all of the obligations under this agreement. The Company shall further indemnify Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on BANK for malfunctioning of the device or software or deliverables at all points of time, provided however, (i) BANK notifies the Company in writing immediately on being aware of such claim, (ii) the Company has sole control of its defense and all related settlement negotiations. Company shall be responsible for any loss of data, loss of life, etc., due to acts of Company representatives, and not just arising out of gross negligence or misconduct etc., as such liabilities pose significant risk. The Company shall indemnify BANK (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Company with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.
3. Negligence and misconduct of the Company, its employees, sub-contractor and agents.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. Loss of data.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages,

loss or liabilities, compensation suffered by BANK arising out of claims made by its customers and/or regulatory authorities.

The Company shall indemnify, protect and save BANK against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network device or other systems supplied by them to BANK from whatsoever source, provided BANK notifies the Company in writing as soon as practicable when BANK becomes aware of the claim however, (i) the Company has sole control of its defense and all related settlement negotiations (ii) BANK provides the Company with the assistance, information and authority reasonably necessary to perform the above and (iii) BANK does not make any statements or comments or representations about the claim without the prior written consent of the Company, except where BANK is required by any court/ authority/ regulator to make a comment / statement/representation/pleading. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by BANK arising out of claims made by its customers and/or regulatory authorities.

27. Intellectual Property Rights

Each Party owns and retains all rights, title and interests in and to its respective pre-existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work;

Whereas title to all inventions and discoveries made jointly by the Parties resulting from the work performed as per this Agreement shall reside jointly between the Parties. The Parties shall mutually decide the future course of action to protect / commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws;

28. Non-Transferable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

29. Responsibility for Completeness

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, Configuration, testing, commissioning, performance or completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures

arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

30. Ownership and Retention of Documents

30.1 All information processed, stored, or transmitted by successful Bidder application belongs to the Bank. By having the responsibility to maintain the application, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The banks decision will be final.

30.2 Types of sensitive information that will be found on Bank systems 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.

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

31. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components. This section lists the minimum service level required to be maintained by the vendor.

"Response Time" shall mean the interval from receipt of first information from Bank to the Vendor, or to the local contact person of the Vendor by way of any means of communication informing them of the malfunction in system to the time Vendor Engineer attends the problem.

"Restoration Time" shall mean the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.

"Resolution Time" shall mean the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.

"Down Time" shall mean the period when the system is not available due to a problem in the system and shall be the interval between the time of reporting of failure to the time of completion of repair. Down Time is the sum of response time and restoration.

Call Response/Resolution and Uptime Commitments

Service/Type	Level
Service Window	24x7
Response Time	Within 1 hr.
Resolution Time	Within 3 hrs.
Uptime Commitment	99.90%

Percentage downtime

Shall mean the aggregate of downtime of the equipment during the quarter expressed as a percentage of total available time in a quarter i.e. 90 * 24 hours. Thus, if the aggregate downtime of the application works out to 2.16 hours (129 minutes 36 seconds) during a quarter then the percentage downtime shall be calculated as follows:

2.16 * 100 / (90 * 24) = 0.10%
(Considering days in quarter as 90)

The Mean Time between Failures (MTBF) should be 90 days barring scheduled and mutually agreed upon downtime for maintenance.
Following will be excluded while calculating the down time:

1. Down time due to Bank issues.
2. Scheduled down time for maintenance activity. Successful Bidder shall inform the Bank at least a week before for the schedule downtime and for urgent situation at least 24 hours before.
3. Down time due to Force Majeure.

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

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

32. Penalty

The Service/Solution shall be configured in high availability mode. The successful Bidder shall guarantee an uptime of 99.90% for whole Service/solution, which shall be calculated on quarterly basis. The successful Bidder shall provide an Uptime report on quarterly basis. The 'Uptime' is, for the calculation purposes, equals to total contracted hours (90*24=2160 hrs) in a quarter less Downtime. The "Downtime" is the time between the time of failure of the

service and Time of restoration of service within the contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the successful bidder demonstrates that the Solution is in working order and the Bank acknowledges the same. For Calculation purpose, a quarter shall be treated as 90 days.

Percentage of Downtime shall mean the aggregate of downtime of the application/service during the month expressed as a percentage of total available time in a quarter i.e. 90 * 24 hours. Thus, if the aggregate downtime of the application works out to 2.16 hours (129.6 minutes) during a quarter then the percentage downtime shall be calculated as follows:

2.16 *100 / (90 * 24) = 0.10%

The Mean Time between Failures (MTBF) should be 90 days barring scheduled and mutually agreed upon downtime for maintenance.

Following will be excluded while calculating the down time:

a) Down time due to Bank issues.
b) Schedule down time for maintenance activity. Successful Bidder shall inform the Bank at least a week before for the schedule downtime and for urgent situation at least 24 hours before.
c) Down time due to Force Majeure.

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

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

In case of delay in execution of works or delivery of goods & services, penalties at the following rates shall be imposed to the defaulting Bidder on the total amount (as per relevant rate schedule) of delayed goods/services. The default shall be deemed to have incurred in case the Bidder failed to make commercially reasonable efforts as might be certified by an empowered committee in this regard.

2% for delay of the first two months
5% per two months for subsequent delays

Quarterly Uptime / Penalty Table

Quarterly Uptime	Quarterly Uptime
<= 99.9% to 100%	<= 99.9% to 100% No Penalty
> 99% to < 99.9%	2.5% of amount payable for the quarter
> 98% to < 99%	5% of amount payable for the quarter
> 97% to < 98%	10% of amount payable for the quarter
< 97%	15% of amount payable for the quarter

If Uptime is below 97.00%, Bank shall have full right to terminate the contract. Bank will impose penalty for transaction decline and reversals due to technical reasons attributable by the bidder. The LD shall be deducted / recovered by the Bank from any money due or becoming due to successful bidder under the contract or may be recovered by invoking the bank guarantees or otherwise from successful bidder or from any other amount payable to successful bidder in respect of other contracts.

Penalties for non-compliance to the milestones of deliverables before Final Go Live will be as under:

If the vendor fails to deliver or perform the services within the time period(s) specified in the contract or within the period of extension granted by the Customer, the Customer shall, without prejudice to its other remedies under the contract deduct from the contract price as liquidated damages a sum equivalent to 1% of the TCO of the project for each week or part thereof of delay until actual delivery or performance up to a maximum deduction of 10% of the TCO of the Project (as per RFP). Once the maximum limit of 10% is breached, the Customer may terminate the contract and the Performance Security submitted may be invoked.

The service metrics shall be measured and assessed on yearly basis with following penalties for non-compliance of Response/Resolution Time for support:

No. of Violations per annum for specific report	Penalty
1-3	NIL
4-5	1% of cost of Project
6-7	2% of cost of Project
7-8	3% of cost of Project
9-10	4% of cost of Project
>10	5% of cost of Project

However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to successful bidder. The decision of the Bank in this regard shall be final, conclusive and binding.

As per Law, GST will be charged @18% on LD charges and the same will be recovered from the bidder.

33. Documents and Manuals

Two set of manual with screen shot and Frequent Asked Question (FAQ) to be provided with each supplied item/product in soft and hard copy.

34. Audit

The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to cooperate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry our inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.
The Bank has right to audit the Application /Source Code by the suitable Security Auditor.

The bidder has to ensure compliance of Information Security according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.
In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.

Compliance with security best practices may be monitored by periodic computer/information security audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audit 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.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the bank's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.

35. Information Security:

a. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, flash / pen drives, storage tapes or any other media out of Jammu and Kashmir Grameen Bank's premises without written permission from Jammu and Kashmir Grameen Bank.

b. The Bidder's personnel shall follow Jammu and Kashmir Grameen Bank's information security policy and instructions in this regard.

c. The Bidder acknowledges that Jammu and Kashmir Grameen Bank's business data and other proprietary information or materials, whether developed by Jammu and Kashmir Grameen Bank or being used by Jammu and Kashmir Grameen Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Jammu and Kashmir Grameen Bank; and the Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Jammu and Kashmir Grameen Bank depends, among other things, upon the Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage Jammu and Kashmir Grameen Bank. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though the Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract/Agreement. Bidder shall use such information only for the purpose of performing the Service(s) under the Contract/Agreement.

d. Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by Jammu and Kashmir Grameen Bank, whichever is earliest, return any and all information provided to Bidder by Jammu and Kashmir Grameen Bank, including any copies or reproductions, both hardcopy and electronic.

e. That the Company and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Company's and its subsidiaries' businesses. Without limiting the foregoing, the Company and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Company's and its subsidiaries' businesses.

f. The Company shall certify that to the knowledge of the Company, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment owned by the Company or its subsidiaries or of any data of the Company's, the Operating Partnership's or the Subsidiaries' respective customers, employees, suppliers, vendors that they maintain or that, to their knowledge, any third party maintains on their behalf (collectively, "IT Systems and Data") that had, or would reasonably be expected to have had, individually or in the aggregate, a Material Adverse Effect, and

g. That the Company has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its IT Systems and Data;

h. That the Company is presently in compliance with all applicable laws, statutes, rules or regulations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Besides the Company confirms the compliance with Banks Supplier Security Policy.

i. That the Company has implemented backup and disaster recovery technology consistent with generally accepted industry standards and practices.
j. That the Company and its subsidiaries IT Assets and equipment, computers, Systems, Software's, Networks, hardware, websites, applications and Databases (Collectively called IT systems) are adequate for, and operate and perform in all material respects as required in connection with the operation of business of the company and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.
k. That the company shall be responsible for establishing and maintaining an information security program that is designed to:
l. Ensure the security and confidentiality of Customer Data, Protect against any anticipated threats or hazards to the security or integrity of Customer Data, and

m. That the Company will notify Customer of breaches in Company's security that materially affect Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.
n. The Company shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of Personal Data and/or use, access, copying, exhibition, transmission or removal of Bank's Confidential Information from Companies facilities. Company shall promptly provide Bank with written descriptions of such procedures and policies upon request. Bank shall have the right, upon reasonable prior written notice to Company and during normal business hours, to conduct on-site security audits or otherwise inspect Companies facilities to confirm compliance with such security requirements.

o. That company shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Client Data, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are no less rigorous than those maintained by Company for its own information or the information of its customers of a similar nature.

p. That the Company shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the agreed-upon security standards and procedures. If the audit shows any matter that may adversely affect Bank, Company shall disclose such matter to Bank and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Bank, Service Provider shall provide the audit or a reasonable summary thereof to Bank. Any such summary may be limited to the extent necessary to avoid a breach of Company's security by virtue of providing such summary.

q. That Bank may use a third party or its own internal staff for an independent audit or to monitor the Company's audit. If Bank chooses to conduct its own security audit, such audit shall be at its own expense. Company shall promptly correct any deficiency found in a security audit.

r. That after providing 30 days prior notice to Company, Bank shall have the right to conduct a security audit during normal business hours to ensure compliance with the foregoing security provisions no more frequently than once per year. Notwithstanding the foregoing, if Bank has a good faith belief that there may have been a material breach of the agreed security protections, Bank shall meet with Company to discuss the perceived breach and attempt to resolve the matter as soon as reasonably possible. If the matter cannot be resolved within a thirty (30) day period, the parties may initiate an audit to be conducted and completed within thirty (30) days thereafter. A report of the audit findings shall be issued within such thirty (30) day period, or as soon thereafter as is practicable. Such audit shall be conducted by Company's auditors, or the successors to their role in the event of a corporate reorganization, at Company's cost.

36. Force Majeure

The Vendor or BANK shall not be liable for penalty 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. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving BANK or Vendor's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the Vendor shall promptly notify BANK in writing of such condition and cause thereof. Unless otherwise directed by BANK in writing, the Vendor shall continue to perform its obligations under contract as far as possible.

37. Exit Clause

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

37.1 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee equivalent to 10% of the project cost within 30 days from receipt of purchase contract.

37.2 Delay in delivery beyond the specified period.

37.3 Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;

37.4 Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.

37.5 Reputation/financial loss to bank

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

38. Termination of Contract

Termination of contract on Bank's wills if at any stage bank feel performance of vendor is not satisfactory. If the Termination is on account of failure of the successful bidder to perform any of the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder.

The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:

38.1 The selected bidder commits a breach of any of the terms and conditions of the bid.

38.2 The Successful bidder goes into liquidation voluntarily or otherwise.

38.3 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.

38.4 The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by the another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

38.5 If deductions on account of liquidated damages exceeds more than 10%.

38.6 Non-satisfactory performance of the selected bidder during implementation and operation.

38.7 An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.

38.8 Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.

38.9   Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.

38.10   Selected bidder is found to be indulging in frauds.

38.11   The Bank suffers a reputation loss on account of any activity of Successful bidder.

38.12   In the event of sub contract or assignment contrary to the terms of agreement and without banks permission.

39. Migration

In the event of termination or expiry of the Term, the Vendor shall cooperate with the bank in migrating the data of ADV and other data as required by bank without any extra cost and shall delete all data of the Bank that may exist with the Vendor.

40. Arbitration, governing laws and dispute resolution:

In the case of any dispute arising upon or in relation to or in connection with this agreement between parties, the disputes shall at the first instance be resolved through negotiations. If the dispute cannot be settled amicably within fourteen (14) days, the disputed matter shall be submitted under arbitration and conciliation act 1996 through sole arbitrator to be appointed mutually by both the parties.

The place of arbitration shall be Jammu, India and the language of the arbitration proceedings and that of all the documents and communications between the parties shall be English.

The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitrator as determined by the arbitrator shall be borne equally, by each party.

The cost of appointing the arbitrator shall be borne equally by both the Parties.

41. Governing Laws

The Contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable laws of the Union of India read with local laws of Jammu & Kashmir and the Vendor shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of BANK falls.

42. Submission of Bids

The bidders have to submit bid (all documents) through online submission as per requirement of RFP.

Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.

43. Annexure A – Letter of Acceptance

Date:

<div align="center">Letter to the bank on the bidder's company letterhead</div>

To
General Manager IT,
Head Office, Jammu and Kashmir Grameen Bank.,
Narwal, Jammu

Dear Sir/Madam,

Subject: Our bid for Request for Proposal (RFP) for Aadhaar Data Vault as a Service (ADVaaS)

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired solution as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We hereby undertake that supporting software supplied, if required will be licensed, legally obtained and with latest version.

We understand that the Bank is not bound to accept the RFP either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.

We understand that

a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
c. If our bid is accepted, we are to be responsible for the due performance of the contract.
d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
e. Bidder means the bidder who is decided and declared so after examination of commercial bids.
f. We enclose Demand Draft/Bank Guarantee for Rs.5,00,000/- (Rupees Five Lacs Only) favoring Jammu and Kashmir Grameen Bank and payable at Jammu, towards bid security, details of the same is as under:

No.: Date:
Name of Issuing Bank:
Dated at _____this _____day of _____2025

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

44. Annexure B Bid Form

Ref No....................   Place: Date:

To
General Manager IT,
Head Office, Jammu and Kashmir Grameen Bank.,
Narwal, Jammu

Dear Sir/Madam

Having examined the Request for Proposal (RFP) Ref No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, implement, customize and commission the various requirements in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods/ provide the services in accordance with the Delivery Schedule / implementation schedule specified.
We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further confirm that, in case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent Amount & currency Purpose of commission or gratuity
*(If none, state none)

We understand that you are not bound to accept the lowest or any bid you may receive.
Dated this........ Day of 2025

(Signature)

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

45. Annexure C Bidder's Profile Format

Serial No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Jammu (if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID.		
7	Financial parameters		
	Business Results	**Annual Turnover (Rs. in Crores)**	**Operating Profit (EBITDA in Rs.)**
	2023-24		
	2024-25		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	
8	Bidder's experience in implementation of proposed solution (in years)		
	a)Experience in India		
	b)Global Experience		
9.	Details of project executed with	Name of Customer	No. of Years in Use

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Place:
Date:
Signature:
Name & Designation:
Business Address:

46. Annexure D Eligibility Criteria

S. No.	Eligibility Criteria	Documents to be submitted	Complian ce (Yes/No)
1	The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure H on plain paper in advance(not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.	Annexure H is to be submitted.	
2	The bidder should be a registered/incorporated company in India as per Companies Act 1956/2013 and must have in existence for the last 5 years.	Relevant Documents of registration is to be submitted.	
3	The Bidder must have minimum annual turnover of Rs.4.00 crore each in any one of last two financial years (i.e. 2023-24 & 2024-25) from Indian operations. Audited financial statements for FY2024-25 are to be submitted. In case the audited financials for the year 2024-25 is not available, CA Certificate should be submitted. This must be the individual company turnover and not that of any group of companies.	Copies of Audited financial statements for FY2024-25 years are to be submitted.	
4	The Bidder should have a positive net profit or positive EBITDA (Earnings Before Interest, Taxes, Depreciation, and Amortization) in the last financial year (2024–25).	Copies of the audited balance sheet of the company for FY2024-25 years are to be submitted.	
5	The bidder should have implemented ADV Solution to any Banks/ Financial Institutions in India, during last three years as on date of RFP.	The bidder has to submit Purchase Order / performance Certificate of solution	

6	The Bidder should be OEM or Original Solution Developer (OSD) or their authorized partners or Service Provider (SP) or System Integrator (SI) of OEM/OSD in India with an authority to do customization/up-gradation during the period of contract with the Bank. Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. Both OEM/OSD & their authorized partner cannot participate in the RFP. In case, both OEM & his authorized partner participate, only bid of the OEM/OSD will be considered.	Bidder has to submit authorization letter from the proposed OSD	
7	The Bidder should have not been black listed at any time by the Central / State Governments/ PSUs/PSBs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs/PSBs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise it will not be considered. Self-Declaration on Company's letter Head signed by authorized personas as per the Annexure R is required to be submitted.	Self-Declaration on Company's letter Head signed by authorized person as per the Annexure R is required to be submitted.	

Authorized Signatory:
Place: Name & Designation:
Date: Business Address & email id:

47. Annexure D (A) – Compliance to RFP terms & conditions

S. No.	Clause Details	Bidder's Compliance (Yes/No)
1	Introduction	
2	Integrity Pact (IP)	
3	Objectives of the RFP	
4	Invitation of Tender Bids	
5	Eligibility Criteria	
6	Broad Scope of Work	
7	Disaster Recovery	
8	Support	
9	Instructions for Bid Submission	
10	development, support & maintenance	
11	Taxes and Duties	
12	Rejection of Bid	
13	Pre-bid Meeting	
14	RFP Response	
15	Modification and Withdrawals of Bid	
16	Liquidated Damage (LD)	
17	Warranty	
18	Contract Period	
19	ATS/AMC	
20	Adherence of Cyber Security Policy	
21	Patent Rights	
22	Price Validity	
23	Payment Terms	
24	Authorized Signatory	
25	Limitation of Liability	
26	Confidentiality	
27	Indemnity	
28	Intellectual Property Rights	
29	Non-transferable Offer	
30	Normalization of Bids	
31	Responsibility for Completeness	

32	Customization Process	
33	Escrow Arrangement	
34	Ownership and Retention of Documents	
35	Penalty	
36	Service Level Agreements & Penalties	
37	Documents and Manuals	
38	Audit	
39	Force Majeure	
40	Exit Clause	
41	Termination of Contract	
42	Arbitration	
43	Jurisdiction	
44	Submission of Bids	

Place:
Date:
Signature:
Name & Designation: Business Address:

48.   Annexure D (B) – Declaration for Compliance

All Terms and Conditions including scope of work except technical specifications.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Seal of company

Technical Specification

We certify that the services offered by us for tender confirms to the specifications stipulated by you with the following deviations.

List of deviations

1)   _____
2)   _____
3)   _____
4)   _____

Signature:

Seal of company

(If left blank it will be construed that there is no deviation from the specifications given above)

49. Annexure E –Technical Specifications

SNo.	Technical Requirements	Compliance status			Remark
		Available(out of box)	Can be offered(cus tomized)	Not Avail able	
1	Encryption of Aadhaar Number and Associated Data				
1.1	Aadhaar numbers and linked data stored in encrypted format using UIDAI-compliant standards				
1.2	Complies with UIDAI encryption/storage policies (e.g. AES-256, secure HSM)				
1.3	Encryption keys stored and managed in FIPS 140-3 Level 3 compliant HSM				
1.4	UID Tokenization implemented as per UIDAI guidelines				
1.5	Aadhaar matching only via Reference Key, not direct Aadhaar number				
1.6	Supports API version 2.5 and above as per UIDAI ecosystem				
2	Reference Key Generation and Storage				
2.1	Unique reference key generated for each Aadhaar number				
2.2	Aadhaar-Reference mapping stored encrypted inside Vault				
2.3	Reference keys irreversible (non-reversible mapping)				
2.4	Mapping integrity preserved cryptographically				
3	Duplicate Detection				
3.1	Duplicate Aadhaar records detected at time of insert				
4	Supports 72-digit UID Token management and mapping				
5	The ADV solution provided by the bidder shall support encryption and storage of scanned Aadhaar Card PDF / Image file and any other document / images as per the data encryption and storage guidelines issued by UIDAI in a separate File Server.				
6	High Availability & Disaster Recovery: HA & DR enabled setup with auto-sync; scalable infra				

7	Solution should be Deployed in restricted zone of cloud VPC, isolated per UIDAI				
8	User & Role Management				
8.1	ADV platform offered by the bidder should be capable of providing a GUI for enabling creation of multiple API / Admin users. Authorized Bank Officials should be able to login to this web based platform and should be to create multiple Admin / API users.				
8.2	This web based interface should also support Edit / Delete / Modify user/reset password functionality.				
9	Non Repudiation of Stored Data				
9.1	ADV platform provided by the bidder shall support Non repudiation of stored data in database or storage and should not permit any user to replace the encrypted Aadhaar number / data associated with Reference number value with another encrypted Aadhaar number / data.				
10	API"s for interfacing with ADV platform				
10.1	Only trusted communications must be permitted in and out of the vault. This should be ideally be done via API / Micro Service dedicated to get the mapping and controlling access to the API/ Micro-Service at application level. Any authorized users needing to access this mapping must access via applications allowing them to view / access data with appropriate user authentication.				
10.2	ADV platform provided by the bidder shall support at least Java as well as .NET based API"s or web services for Integration. The Aadhaar Data Vault Solution should be capable to interface with the Bank's applications and the Client API should be made available for accessing Aadhaar Data Vault as a part of the solution. The bidder should provide sub system integration with Aadhaar Data Vault with the Web Services / APIs.				
11	The Platform should support user management integration with Active				

	Directory for validate user credentials. AD/LDAP integration supported for RBAC				
12	The solution should be capable of Supporting Encryption Algorithms such as Supports AES-256, RSA 2048, SHA-256, FIPS-approved algorithms or latest standard algorithms used for encrypting Aadhaar Number and Aadhaar related data.				
13	The Aadhaar Data Vault solution should support the automatic key rotation.				
14	The Application should have the capabilities for updating / retrieving the Aadhaar Number or related data from Aadhaar Data Vault, during the Key Rotation of the HSM Keys. The Activity should not require any Downtime.				
15	Auditing and Logging: The Aadhaar Data Vault Solution should have the capability of detailed logging and audit tracking of all key state changes, administrator access and policy changes. The Audit trails should be securely stored and signed for nonrepudiation. Complete logs for admin and API actions; exportable				
16	Aadhaar Data Vault solution should support User Access restrictions with various access rights				
17	HSM & Aadhaar Data Vault Compliance:-				
17.1	The solution must store all encryption keys in FIPS 140-3 Level 3 certified HSM as per UIDAI guidelines.				
17.2	No separate Key Management Software (KMS) shall be used. The encryption keys used to secure Aadhaar Numbers must reside exclusively within the HSM.				
17.3	The Aadhaar Data Vault solution should be capable of creating multiple vaults from the same software stack, ensuring logical segregation of data.				

17.4	The HSM should support isolated partitions based on SR-IOV technology, with each partition having its own users, configuration policies, and dedicated IP address. Keys in one partition must remain inaccessible to other partitions, enabling each partition to function as a secure virtual HSM.				
17.5	All Aadhaar encryption keys must be generated exclusively inside the HSM, with periodic key rotation at defined intervals as per UIDAI policy, enforced through dual control and maker–checker approval mechanisms. Further, backup and recovery of keys shall be performed only using HSM-native secure mechanisms, ensuring that at no stage are keys ever exported or exposed in plaintext.				
18	Aadhaar Data Vault solution should be support Horizontal scaling without HSM change.				
19	The Aadhaar Data Vault solution should be designed to achieve 200 TPS with a 5-year projection of 500 TPS.				
20	Aadhaar Data Vault solution should have the capability to support the Bulk Insertion of records with Unique Token for each Aadhaar Number.				
21	The software should be able to tokenize numeric / alpha numeric and special character other than Aadhaar numbers in its current version.				
22	The Solution should be capable of managing at least 100 concurrent connections scalable with 10 % rise every year.				
23	The ADV platform provided by the bidder should support the Oracle Database.				
24	The ADV platform should have the ability to integrate in the existing PIM solution for authentication.				
25	The ADV platform provided by the bidder must implement strong access controls and authentication measures. It should have ability to provision granular access control and shall support monitoring and logging of access. Multi-factor auth, alert logs, and security monitoring.				

26	Clear segregation for Admin/API/Audit users.				
27	User access should be locked in case of 3 unsuccessful login attempts. Audit log of all the activities carried out in Aadhaar data vault should be maintained as per the policies mandated by UIDAI.				
28	The ADV platform provided by the bidder shall support highly secured communication between the internal business applications of the Bank and ADV platform. Secure API Communication with TLS 1.2+				
29	The Security between Client Application consuming API / web service and Aadhaar Data vault shall be permitted only after successful validation of the below mentioned parameters : IP Validation, API key validation,User ID and Password				
30	The offered Aadhaar Data Vault solution should support IPV 6				
31	Platform should meet all Aadhaar Data Vault guidelines issued by UIDAI from time to time.				
32	Security : The ADV Solution should support and adhere to:				
32.1	Security framework for AUA/ASA/AKA's/Authentication framework				
32.2	Security framework for authentication.				
32.3	Support for Security audit by UIDAI security consultant or Bank appointed consultant.				
33	Following guidelines (issued by UIDAI) are required to be followed. domains will be covered to achieve the above objectives				
33.1	Aadhaar Act (2016),				
33.2	Aadhaar (Authentication) Regulations 2016,				
33.3	Aadhaar (Data Security) Regulations 2016,				
33.4	Aadhaar (Sharing of Information) Regulations, 2016				
33.5	UIDAI Information Security Policy				
33.6	UIDAI Circular No. K-11020/205/2017 (Auth I) dated 25.07.2017				
33.7	UIDAI Circular no.4 of 2018 dated:01.05.2018				

33.8	UIDAI circular no.5 of 2018 dated:16.05.2018				
33.9	UIDAI circular no.6 of 2018 dated 04.06.2018				
33.10	UIDAI circular no.8 of 2025 dated 18.07.2025				
33.11	UIDAI FAQ on Aadhaar Data Vault(2022)				
34	Bidder shall abide by the ISMS framework of the Bank which includes Incident Management, Change Management and Capacity management etc.				

(*Note The evaluation of technical compliance will be based on marking criteria: 2 marks shall be awarded for each block marked as Available and 1 mark shall be awarded for each block marked as Can be Offered.")

Place:
Date:
Signature:
Name & Designation:
Business Address:

50. Annexure E (A) – Hardware Specifications

Sr. No.	Component Description	Description	Detailed Specifications (mentioned by Bidder which are used)
1.	Server for Data Centre	To host Aadhaar Vault production environment at DC	
2.	Server for Data Centre to host Aadhaar Vault production environment at DC	To host Aadhaar Vault production environment at DC To host Aadhaar Vault DR setup with full failover capability	
3.	Server for UAT.	To host non-production UAT environment for testing, training, and patching	
4.	Storage for Data Centre.	For storing encrypted Aadhaar numbers, tokens, logs, audit trails, and related files	
5.	Storage for Disaster Recovery Site.	Site Replicated storage setup for DR, ensuring real-time or near real-time data availability	
6.	HSM for Data Centre.	UIDAI-compliant FIPS 140-3 Level 3 Certified Hardware Security Module for secure key management	
7.	HSM for Disaster Recovery Site	Mirrored setup of DC HSM for key availability during DR	
8.	HSM for UAT	Logical or separate HSM for UAT/testing (non-production) environment	
9.	Any Other Hardware	Any additional hardware or infrastructure components offered as part of the solution	

Note to Bidders: Vendor must specify detailed technical specifications for each component including:
   a) Processor type & speed, total cores, memory (RAM), disk storage, network ports, operating system, HBA, RPS, etc.
   b) The solution must be capable of handling minimum 200 TPS, and HSMs should support at least 300 TPS.
   c) All hardware must be scalable, secure, and compliant with UIDAI, MeitY, and STQC requirements.
   d) If hosted on cloud, vendor must indicate cloud type, tier, region, security certifications, and vendor (AWS/Azure/etc.).

51. Annexure G - Reference Site Details

The reference sites submitted must be necessarily of those Banks/Companies where the bidder has been awarded the contract prior to date of Issuance of this RFP. 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 Jammu and Kashmir Grameen Bank.

Please provide reference details in the format defined below:

Particulars Name of the Bank/ Financial Institution	Response
Country of Operation	
Address of the Organization	
Date of commencement of Project	
Date of completion of Project (if completed)	
Status (completed/ in progress)	
Scope of Work for Solution	
Name of the contact person for reference	
Contact details of contact person	

Project Details
    a. Operating System
    b. Application Software
    c. Network Topology
    d. Programming language
    e. Middleware
    f. Security features
    g. Maintenance & support	

(Enclose necessary documentary proof)

* Provide Information in respect of at least 1 major customer who fulfills the qualification Criteria. References may be enclosed from the customers from the above.

Place:
Date:
Signature:
Name & Designation: Business
Address:

52. Annexure H - Pre-Contract Integrity Pact

(To be submitted by the bidder on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Tender Ref.No:…….

INTEGRITY PACT

Whereas Jammu and Kashmir Grameen Bank having its registered Head office at Jammu and Kashmir Grameen Bank ,Near Fruit Complex Narwal, Jammu, J&K,180006 acting through its ……………… Department, hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s_____ represented by_____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

Preamble

The Bank intends to award, under laid down organizational procedures, contract for provisioning of Aadhaar Data Vault as a Service (ADVaaS) in compliance with UIDAI circulars and guidelines. The Bank values transparency and fairness in all aspects of its operations and has mandated that its dealings with the Bidder(s), Contractors and/or Vendors be conducted in accordance with the principles of integrity, commitment, and ethics.

In order to achieve these goals, the Bank and the above named Bidder have entered into this Integrity Pact, which will form a part of the RFP response and contract to be entered between the parties.

The Bank may appoint an Independent External Monitor (IEM) for this Pact.

Now, Therefore, It Is Agreed as Follows:

1. Commitments of the Bank

1.1 The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
a) No employee of the Bank, personally or through family members, will in connection with the RFP for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Bank will during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information.
c) The Bank will exclude from the process all known prejudiced persons.

1.2 If the Bank obtains information on the conduct of any of its employees which is a criminal offence under IPC/PC Act or if there is a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and initiate appropriate disciplinary and legal action.

2. Commitments of the Bidder

2.1 The Bidder commits itself to take all measures to prevent corrupt practices, unfair means, and illegal activities during any stage of its bid or during any pre-contract or post-contract stage to secure the contract or in furtherance to secure it and, in particular, commits itself to the following:
a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor or any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting, and implementation of the contract.
b) The Bidder shall disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates.
c) The Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
d) The Bidder further confirms and declares to the Bank that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Bank or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder.
e) The Bidder shall not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, and contract award.
f) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
g) The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Bank as part of the business relationship regarding plans, technical proposals and business details, including information related to UIDAI-compliant tokenization, encryption, Hardware Security Module (HSM) specifications, and Aadhaar audit logging mechanisms.
h) The Bidder shall ensure compliance with all UIDAI regulations regarding tokenization, secure APIs, key lifecycle management, and auditability as mandated under Aadhaar ecosystem requirements and guidelines.
i) The Bidder shall ensure that the cloud-based solution provided is in full conformity with regulatory circulars issued by UIDAI, including compliance for FIPS 140-3 Level 3 certified HSM, CERT-IN audited deployments, and Aadhaar Data Vault architecture.

3. Disqualification from Bid Process and Exclusion from Future Contracts

3.1 If the Bidder, before award or during execution has committed a transgression through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the Bidder from the tender process, terminate the contract, and initiate appropriate legal action.

4. Independent External Monitor

4.1 The Bank may appoint an Independent External Monitor (IEM) for this Pact in consultation with the Central Vigilance Commission (CVC).

4.2 The task of the IEM is to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

4.3 The IEM has the right to access all project documentation including minutes of meetings, audits, correspondence etc.

4.4 The IEM may conduct investigations independently as well and submit reports directly to the Chairman of the Bank and to the CVC, if necessary.

5. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded".

6. Duration of the Pact

This Pact begins when both parties sign it and continues throughout the bid process and the subsequent contract execution period, including any extension or AMC period agreed. It expires after final payment has been made under the contract and no disputes are pending.

7. Law and Place of Jurisdiction

This Pact is subject to Indian law. The place of jurisdiction shall be at Jammu.

8. Other Provisions

8.1 If the Bidder is a partnership or consortium, this Pact must be signed by all partners or consortium members.

8.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid.

For & On behalf of the Bank   For & On behalf of the Bidder

(Name & Designation)   (Name & Designation)

Date: _____   Date: _____

Stamp: Stamp:

Witness   Witness

1. _____   1. _____

2._____   2._____

53. Annexure J - Format of Performance Bank Guarantee

(FORMAT OF PERFORMANCE BANK GUARANTEE)

Bank Guarantee No: …………………………..
Dated: …………………………………….
Bank: ………………………

To

General Manager IT,
Jammu and Kashmir Grameen Bank Head office,
 Narwal
Jammu-180 006 (India)

WHEREAS_____ (Company Name) registered under the Indian Companies Act 1956 and having its Registered office at_____, hereinafter referred to as the BIDDER has undertaken project for Aadhaar Data Vault Solution on need basis of Jammu and Kashmir Grameen Bank in terms of the Purchase Order bearing No._____ dated_____, hereinafter referred to as "the CONTRACT.

AND WHEREAS in terms of the Conditions stipulated in the said Contract, the BIDDER is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favor to secure due and satisfactory compliance of the obligations of the BIDDER in accordance with the Contract;

THEREFORE, WE, ...(Name of the Bank) furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We, ...Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said Bidder of any of the terms and conditions contained in the Contract or by reason of the Bidder's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding_____(Rupees_____Only).

2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the Bidder in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

3. We further agree that, if demand. as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to

be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said Bidder and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period, time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.

4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said BIDDER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Bidder or for any forbearance, act or omission on our part or any indulgence by us to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Bidder.

6. We further agree and undertake unconditionally to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the BIDDER.

7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent.

NOTWITHSTANDING anything contained herein above;
(i) Our liability under this Guarantee shall not exceed `……………………………………(Rupees…………………………… only) ;
(ii) This Guarantee shall be valid up to and including the………………(mention date); and
(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

Dated the ………………… day of ………… 20 ……. For   BANK
Authorized Signatory

54. Annexure K – Format for Bank Guarantee for EMD

To,

General Manager IT,
Head Office, Jammu and Kashmir Grameen Bank.,
Narwal, Jammu
Dear Sir,

In response to your invitation to you RFP for Aadhaar Data Vault Solution, M/s _____having their registered office at_____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) for self and other associated Bidders and submit the proposal for Aadhaar Data Vault Solution & to provide related services as listed in the RFP document. Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the Jammu and Kashmir Grameen Bank having our Registered Office at Jammu hereby irrevocably guarantee an amount of ` ………. /- (Rupees ……… only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked

1. If the Bidder withdraws his proposal during the period of the proposal validity; or

2. If the Bidder, having been notified of the acceptance of its proposal by The Bank during the period of the validity of the proposal, fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

   We undertake to pay immediately on demand to Jammu and Kashmir Grameen Bank the said amount of ` ………. /- (Rupees ……… only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Jammu and Kashmir Grameen Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ` ………. /- (Rupees ……… only).

2. This Bank guarantee will be valid up to _____; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before expiry of Bank Guarantee.

In witness whereof The Bank, through the authorized officer has sets its hand and stamp on this_____day of_____at_____.

Authorized Signatory

55. Annexure M – Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the "Agreement") entered into on this _ day of 202__, and shall be deemed to have become in full force and effect from   (the "Effective Date").

BY and between M/s._____ a company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (hereinafter referred to as "--------" or "Vendor" which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART AND

Jammu and Kashmir Grameen Bank, established on 01st May 2025 through amalgamation of J&K Grameen Bank and Ellaquai Dehati Bank vide Government of India gazette notification CG-DL-E-07042025-262329 dated 07 April 2025. (hereinafter referred to as "Jammu and Kashmir Grameen Bank" or "Bank" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

---------- and the Bank shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

In this Agreement, "Affiliate" means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where "Control" means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

W H E R E A S: -

i.   Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.

ii.   Jammu and Kashmir Grameen Bank has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of services related to   " ("the Purpose") as more particularly described in Purchase Order no   , issued by Jammu and Kashmir Grameen Bank in favor of M/s. ---------------------.

NOW THIS AGREEMENT WITNESS:

1. Interpretation

In this Agreement "Confidential Information" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of

confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2.   Confidentiality:

2.1   Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

I.   disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or

II.   use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or

III.   disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

IV.   use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2   The Receiving Party also agrees and accepts that it may endeavor:

I.   use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;

II.   keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

III.   limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

IV.   upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3.   Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as

the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4.   Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5.   Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6.   No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7.   Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the

Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties" respective successors and permitted assigns.

9. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of ---------------- years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one-m o n t h notice period issued by the no defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential

Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Jammu.

14. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

15. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

16. Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF _____ _____ 2018_

Signed and delivered by   Signed and delivered by

M/s _____   Jammu and Kashmir Grameen Bank

Signed by: Signed by:

Name …………….….…………   Name ……………….……….………

Title …………………….…………   Title ……………………….………….   in the presence of

　　　　　　　in the presence of

…………………..………………..…..   …………………..………………………

56. Annexure O - Undertaking by Bidder

Place:

Date:

General Manager IT,
Head Office, Jammu and Kashmir Grameen Bank.,
Narwal, Jammu

Undertaking (To be submitted by all Bidders' on their letter head)

We _____ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.

- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

57. Annexure P-Undertaking of Information Security

(This letter should be on the letterhead of the bidder as well as the OEM/OSD duly signed by an authorized signatory on Information security as per regulatory requirement)

Place:
Date:

General Manager IT,
Head Office, Jammu and Kashmir Grameen Bank.,
Narwal, Jammu

Sir,

Subject: Request for Proposal (RFP) for Aadhaar Data Vault Solution as Service

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory Name:
Designation:

58. Annexure Q - Letter for Refund of EMD

LETTER FOR REFUND OF EMD
(To be submitted by the unsuccessful bidders)

Date:

General Manager IT,
Head Office, Jammu and Kashmir Grameen Bank.,
Narwal, Jammu

We _____(Company Name) had participated in the RFP Aadhaar Data Vault Solution as Service and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No Bidder Name Cheque / DD Number Drawn on (Bank Name   Amount(Rs)

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Sign

Name of the signatory:

Designation:

Company Seal