



NESL e-Infrastructure Limited

(A subsidiary of National e-Governance Services Limited)

RFP. No: NEIL/KYC/e-Gov/2023/0201

date: 1st September, 2023

Request for Proposal

For

Technical Partner for providing KYC/e-Governance Services

Registered Office:

**NESL e-Infrastructure Limited
Gresham Assurance House,
4th floor, Sir P.M. Road,
Fort, Mumbai-400001.**

Phone- 022 2266 4419- email Id: neilsupport@neilindia.co.in

RFP SCHEDULE

RFP. No: NEIL/KYC/e-Gov/2023/0201

Date: 1st September, 2023

Sr. No	Name of the Institute	NESL e-Infrastructure Limited, Mumbai.
1	Date of Release of RFP	1 st September, 2023
2	Date of Pre-bid Meeting (On-Line)	8 th September, 2023, 1500 Hrs
3	Last date of submission of RFP	26 th September, 2023, 1100 Hrs
4	Opening of Technical Bids	26 th September, 2023, 1500 Hrs
5	Place of submission of RFP	NESL e-Infrastructure Limited, Mumbai.
6	Contact Information	Contact Person: Ms. Mohini Tiwrekar Mr. Keyur Gogri Tel No: 022 2266 4419 neilsupport@neilindia.co.in
7	Tender document Fees:	Rs. 1000/- by Demand Draft or through 'On-Line' transfer
8	Bank Details for submitting Tender Document Fees	Name of Account: NESL e-Infrastructure Limited Name and Address of Bank: Axis Bank, Nagarbhavi Branch, Account No: 919020089780227 IFSC: UTIB0001447

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Abbreviations:

1. API: Application Programming Interface
2. CBS: Core Banking Solution
3. CERSAI : Central Registry of Securitization Asset Reconstruction and Security Interest
4. DMS: Data Management System
5. FI: Financial Institution
6. IT: Information Technology
7. ITES: Information Technology Enabled Services
8. IU: Information Utility
9. KIN: Kit Identification Number
10. KYC : Central Know Your Customer
11. MX: Mail Exchanger
12. NESL: National e-Governance Services Limited
13. NEIL: NESL e-Infrastructure Limited
14. POA: Proof of Address
15. POI: Proof of Identity
16. SFTP: Secure File Transfer Protocol
17. SPF: Sender Policy Framework
18. TLS: Transport Layer Security
19. TRAI: Telecom Regulatory Authority of India
20. UAT: User Acceptance Testing

SECTION – I: INVITATION OF RFP

1. Background

NESL e-Infrastructure Limited (NEIL) is a subsidiary of **National e-Governance Services Limited (NeSL)**, undertaking the activities of infrastructure development, Software development and allied activities. **National e-Governance Services Limited (NeSL)** is India's first Information Utility and is registered with the Insolvency and Bankruptcy Board of India (IBBI) under the aegis of the Insolvency and Bankruptcy Code, 2016 (IBC). The company has been set up by leading banks and public institutions and is incorporated as a union government company.

NEIL now invites the proposals from eligible agencies for selection of Technical Partner for providing any type of KYC/e-Governance services on outsourcing activities of **NEIL** clients on, "Revenue Sharing" basis, as given in this document. The selected vendors are required to provide the services as per relevant industry standards and in compliance with the applicable Rules/Laws.

2. Contact Information

Ms. Mohini Tiwrekar- Manager (Operation and Client management)
NESL e-Infrastructure Limited
Gresham Assurance House,
4th floor, Sir P.M. Road,
Fort, Mumbai-400001
e-mail: mohinivt@neilindia.co.in

3. Pre-Bid Meeting

The "On-Line" pre-bid meeting will be held as given in RFP Schedule (page 2), on 8th September, 2023 @ 15.00 hrs to sort out/resolve queries raised by the prospective bidders, regarding the scope, conditions, terms & conditions, etc.

The queries may be sent through the e-mail address given at para 2 above. NEIL will respond to these queries during the pre-bid meeting. The queries/doubt/clarifications etc. must be sent at least two days prior to the date of Pre-bid meeting.

For the meeting link, the bidders may send request on same e-mail address.

4. How to Apply

The documents as listed below (but not limited to) should be submitted in the respective **SEALED** envelopes, as given below.

A: Envelope – 1: (Technical and General Bid Documents)

- i. Demand Draft or electronic payment transfer receipt of Rs. 1000/- towards document processing Fee
- ii. Copy of valid ISO certification
- iii. Covering letter as per format given in **Annexure – A**.
- iv. Letter of Authority as per format given in **Annexure – B**.
- v. Undertaking as per format given in **Annexure – C**, in lieu of Earnest Money Deposit.

- vi. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation of the bidding firm, as applicable.
- vii. The copy of the audited Profit and Loss Account (not the entire balance sheet) **OR** a certificate from a Chartered Accountant, showing the annual turnover and profit for each of the financial year 2019-2020, 2020-2021 and 2021-2022.
- viii. Copies of GST registration certificate.
Other documents necessary in support of eligibility criteria stipulated at Para 4, Section – II of this document.
- ix. Technical Proposal including (but not limited to) understanding about the project, implementation Methodology, team composition, work schedule, PERT and Activity Schedule, interactions / visits, Data safety/ security measures, Quality Control, modular structure, escalation hierarchy, technologies /platforms to be used, requirements from NEIL/ clients.

B: Envelope 2: Price Bid

The price bid as per format given in **Section- IV** of this document.

Note: Please note that the bid may be summarily rejected if,

- a. it is observed that the price bid is put in technical bid document or
- b. any price component is disclosed in technical bid documents.

5. Submission of Bids:

The Technical Bid (Envelope 1) and Price Bid (Envelope 2) complete in all respect, as described above must be sent to the contact address as given in the RFP schedule (Page 2). The bids can be submitted in person or may be sent through post/courier. However, NEIL will not be responsible in case of any delay in delivering same in time. Both the envelopes should be superscribed with the following.

NEIL: KYC/e-Governance Services

RFP No. NEIL/KYC/e-Gov/2023/0201, dated 1st September, 2023

If the last date for the submission of bids mentioned above gets declared a Public Holiday, the last date will be the next working day.

6. Validity of Bids:

The bids submitted shall be valid for a period of 90 days from the date of submission.

7. Opening of Bids:

The RFP Documents will be opened on the date as given in RFP Schedule (Page 2). The link for on-line meeting will be sent to bidders 15 minutes in advance. The representatives of interested parties are welcome to attend the opening of the RFP documents.

(END OF SECTION-I)

SECTION II: GENERAL CONDITIONS OF CONTRACT(GCC)

1. Service Locations:

NESL e-Infrastructure Limited
Gresham Assurance House,
4th floor, Sir P.M. Road,
Fort, Mumbai-400001
Phone- 022 6260 6666, e-mail- neilsupport@neilindia.co.in

Or at client's site anywhere in India.

2. Time Schedule and Contract Duration:

The selected Technology Partner should provide the comprehensive capability for deployment, management, maintenance and monitoring of all the overall KYC Software Platform (including all components and sub-components) for this project, within 30 days from the date of order/signing of contract.

The selected agency will be required to provide the KYC services/e- Governance services as per scope defined in this document, for a period of 03 (Three) years. This period included the time required for customization required – if any and initial set-up. NEIL reserves the right to extend the contract period for another three years on same terms and conditions. However, in this case the contract will be extended for a period of One/Two years at a time. This extension, if any, should be acceptable to the bidder.

3. Order Placements:

The Supply Order and payments shall be released by:

NESL e-Infrastructure Limited
Gresham Assurance House,
4th floor, Sir P.M. Road,
Fort, Mumbai-400001

4. Eligibility Criteria:

The bidder must comply with the eligibility criteria stipulated below. However, fulfilling the eligibility criteria does not automatically mean that their bid is qualified.

- a. The bidder should submit the financial instruments, documents and information stipulated at para 4, "How to Apply", Section – I.
- b. Bidder should have valid ISO Certification.
- c. The bidder should not be sub-contracting with other vendors.
- d. The bidder should not sell the offered product or offer services directly to client, without going through NEIL.
- e. The bidder should have minimum 3 years' experience of providing the services as offered vide this RFP.
- f. The bidder should have offered same services to at least 10 clients in last three years, out of which at least 2 clients should be from Govt sector.
- g. The bidder must be an entity registered in India as per applicable Indian Laws.
- h. The bidder must be in the business of development/deployment of application software or in the business of IT enabled services for a period of at least three

years. The activities pertaining to trading, BPO, IT education, call centre, etc., will not qualify under this para

- i. The bidder should have an average annual turnover of Rs.5 Cr to Rs.10 Cr (minimum) computed over the three financial years 2019-2020, 2020-2021 and 2021-2022. The turn over pertaining to activities like trading and educational training will not be considered for these criteria. A certificate from a Chartered Accountant to this effect must be submitted.
- j. The bidder should be providing KYC Services and other e- Governance Services to Housing Finance Companies and BFSI sector
- k. The bidder must not be blacklisted by any Financial Institution and Govt. Organizations as on date of submission of the bids. The bidder must not be defaulter by any regulatory entity.

Note: The bidders should provide sufficient documentary evidence to support the eligibility criteria. NEIL reserves the right to reject any bid not fulfilling the eligibility criteria.

5. Exemptions/ Relaxations:

If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / process/ Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/ process/ Guidelines/ Directives. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of his claim. The bid evaluation committee is empowered to take appropriate decision about the claim towards exemption/ relaxation of the bidder.

6. Amendment to RFP Document:

- a. At any time prior to the deadline for submission of bids, NEIL may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the RFP document.
- b. The amendments to the RFP document, if any, will be notified by release of Corrigendum Notice on <https://www.nesl.co.in/tenders/> against this RFP. The amendments/ modifications will be binding on the bidders.
- c. NEIL at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

7. Preparation of Bids:

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. However, bidder shall not be entitled to amend/ add/ delete/ correct the clauses mentioned in the entire tender document.

8. Earnest Money Deposit (EMD):

The bidder must submit along with the technical bid, an undertaking towards Earnest Money Deposit (EMD), as per format given in **Annexure – C**.

9. Bid Opening & Evaluation of Bids:

The technical bids will be evaluated in two steps.

- a. The bids will be examined based on eligibility criteria stipulated at **Para 4 of Section – II** to determine the eligible bidders.
- b. The technical bids of only the eligible bidders shall be further evaluated based on technical requirements stipulated at **Section – IV**.

NEIL reserves the right to accept the technical bid for any one or more of the six services stipulated in Price Bid format.

The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of their commercial bids and will be informed about the date and time of the opening of the commercial bid.

The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

10. Comparison of Bids:

- a. Only the shortlisted bids from the technical evaluation shall be considered for commercial comparison.
- b. NEIL shall prepare the price comparison statement indicating the prices quoted by the bidders. The comparison statement will indicate the type of service/product for which the bid has been accepted.
- c. The prices will be compared separately for each service.
- d. The count of transactions given in Price Bid format (Section -IV) is only indicate and will be considered only for the purpose of computation and comparison of prices for each service. Thus the total price for a service (Sr. No. 1 to 7) = Base Price after revenue sharing + Count of transactions*Transaction price after revenue sharing.
- e. NEIL will declare the lowest base price and lowest transaction charges quoted for all the technically accepted line items, as stipulated in Price Bid format.
- f. NEIL will extend an opportunity to the bidders whose prices are above the lowest prices, to match the lowest prices (for both one time base prices and transaction charges), for respective line items.
- g. The bidders who agree with the lowest prices, are required to submit their revised offers within 5 days.
- h. The offers of the bidders not matching the lowest prices either for one time base price or for transaction charges, will be rejected.

11. Award of Contract:

- a. NEIL reserves the right to award the contract for any one or more of the services with appropriate count of transactions, to any one or more the qualified bidders whose prices are at par with lowest prices.
- b. The actual count of transactions will be different than that given in the price bid table.

c. However, NEIL reserves the right and has sole discretion to reject the evaluated bid.

12. Purchaser's Right to amend / cancel:

- a. NEIL reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, technical specifications, etc.
- b. NEIL reserves the right to cancel the entire tender without assigning any reasons thereof.

13. Corrupt or Fraudulent Practices:

It is expected that the bidders who wish to bid for this project have highest standards of ethics. NEIL will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract; NEIL may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

14. Interpretation:

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, the interpretation of the clauses by NEIL Management shall be final and binding on all parties.

(END OF SECTION I)

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Payments:

A: For One Time Base Prices:

The payment towards One Time Base Prices (after deducting revenue share) will be released within 45 days for successful deployment of necessary technology platform, against approval by NEIL and Clients.

B: For Transaction Charges:

1. The amount payable shall be based on the number of transactions successfully completed by the selected Technical Partner.
2. Technical Partner shall raise the invoice for amount payable, on monthly basis towards the transactions completed in the month.
3. NEIL will not be responsible for delay in payments, if any, in case of delays in receipts of payments from their clients.
4. Applicable TDS will be deducted.

2. Software Licenses (if applicable):

The software licenses required, if any, shall be in the name of NEIL. The licenses shall contain paper licenses and at least one set of media (CDs) – wherever applicable.

3. Completeness Responsibility:

Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded there from but which – in view of the bidder - are necessary for the performance of the equipment in accordance with the specifications are treated to be included in the bid and has to be performed by bidder. The items which are over & above the scope of supply specified in the Schedule of Requirements may be marked as “Additional Items”.

4. Penalty :

A: For delay in Deployment of Technology Platform

- a. In the event of any penalty levied by client on NEIL for un-satisfactory service provided by the selected technical vendor, will be passed on to respective technical vendor
- b. If service timeline on the part of technical vendor does not meet client expectations. NEIL will issue a 30 days' notice to vendor. If the issue is not resolved by the vendor within notice period, NEIL reserves the right to cancel the order.

- c. The delay in development / deployment attributed to NEIL and/or their client/s, and due to the conditions arising out of Force Majeure will not be considered for the purpose of calculating penalties.

5. Jurisdiction:

The disputes, legal matters, court matters, if any shall be subject to Mumbai jurisdiction only.

6. Force Majeure:

NEIL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.

7. Arbitration:

In case any dispute arises between NEIL and successful bidder with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually agreed and appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties then the District Court Mumbai shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Mumbai. The award given by the arbitrator shall be final and binding on the Parties.

8. Limitation of Liability:

- a. The maximum aggregate liability of selected bidder arising out of any of the following events, shall not exceed three times the average invoice amount of preceding three months,
 - i. breach of any terms/conditions of the order (including amendments),
 - ii. misconduct, wilful default damage(s) occasioned by selected bidder for breach of confidentiality obligations.
- b. However, the liability of the selected bidder shall be at actuals in case of following events,

Statutory Fines, losses, costs, damages, expenses and other proceedings resulting from breach or infringement by the selected bidder of any law, Regulatory provision, intellectual property, Secrecy etc., pertaining to the customer identification activity.

Under no circumstances shall either party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

9. Termination:

Therefore, in case of the delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services / products supplied by the selected Technology Partner, NEIL will give written notice to the selected Technology Partner requesting to set the things right within 60 days of notice. If selected Technology Partner fails to comply with the requirements, NEIL shall have the right to terminate the contract and / or cancel the order/s. The bidder agrees and accepts that they shall be liable to pay damages claimed by NEIL, in the event of termination of contract / cancellation of order, as detailed in in this RFP.

10. Indemnity:

The selected Technology Partner shall save, indemnify and hold harmless NEIL from any third-party Govt. Claims, losses penalties, if any, arising in connection with this Contract.

11. Assignment:

The selected Technology Partner shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of NEIL.

12. Severability:

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

(END OF SECTION - III)

SECTION – IV: PRICE BID

Sr. No.	Services	Tentative Transaction count- for 2 years	Base Price/One time cost-Rs.	% Of revenue sharing with NEIL on Base Price	Transaction Price – Rs.	% Of revenue sharing with NEIL on Transaction Price
1	CKYC	20,00,000				
2	OKYC	30,00,000				
3	Digital solutions for Mortgage/ Housing companies	1,00,000				
4	e-KYC solution (For onboarding Sub KUA / SUB AUA)	30,00,000				
5	Video-KYC	10,00,000				
6	Litigation data analytics for financial institution	1,00,000				
7	Liveness and Document Validation	30,00,000				
8	Aadhaar Data Vault Solution for secure storage of encrypted Aadhaar numbers	10 Clients				
9	Aadhaar Redaction / Masking Solution for masking of Aadhaar numbers on Aadhaar copies	25,00,000				
10	Data Vault platform for secure storage of Digital Personal Data and related consents provided by Data Principles	10 Clients				

Notes:

1. The prices for respective items 1 to 10 of above table will be evaluated separately.
2. Above revenue sharing will be on the amount fixed between NEIL and Bidder.
3. NEIL reserves the right to award the contract for any one or more items to one or more vendors matching the prices. Please refer para 10 and 11 Section – II of this document.
4. The viability of the prices offered would depend on the financial terms and conditions agreed between NEIL and their client. If the prices are not viable, it may be required to further negotiate the prices offered by the bidder.
5. Taxes should be excluded in the pricing. The bidder may quote the current rates of applicable GST.
6. The TDS will be deducted as applicable

(END OF SECTION – IV)



ANNEXURE – A- Covering Letter

Date:

To:

Director,
NESL e-Infrastructure Limited
Gresham Assurance House,
4th floor, Sir P.M. Road,
Fort, Mumbai-400001

Subject: Submission of the Bid for Providing KYC/e-Governance Services

Dear Sir,

We, the undersigned, are pleased to offer to provide services towards KYC and e-Governance Services to NEIL and/or Clients, Mumbai, in response to your RFP. No: NEIL/KYC/e-Gov/2023/0201, dated: 1st September, 2023

We are hereby submitting our bid for same.

We hereby declare that all the information and statements made in this bid are true and we accept that any misinterpretation contained in it, may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our proposal valid for 90 days as stipulated in the RFP document.

We accept the terms and conditions stipulated at notes 1 to 5, at the end of **Section V** of this document.

We also undertake that we are not blacklisted by any Financial Institution and Govt. Organizations as on date of submission of the bid. We also undertake that we are not defaulter by any regulatory entity.

We understand you are not bound to accept any bid you receive.

The undersigned is authorised to sign this bid document. The authority letter to this effect is enclosed.

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
e-mail:
Mobile No:



ANNEXURE - B – Letter of Authority

(To be submitted in Original on Letterhead)

Date:

To:

Director
NESL e-Infrastructure Limited
Gresham Assurance House,
4th floor, Sir P.M. Road,
Fort, Mumbai-400001

Subject: Authority Letter

Reference RFP. No: NEIL/KYC/e-Gov/2023/0201, dated: 1st September, 2023

Dear Sir,

We, M/s _____ (Name of the bidder) having registered office at _____
(address of the bidder) herewith submit our bid against the said RFP document.

Mr./Ms. _____ (Name and designation of the signatory), whose signature is appended
below, is authorized to sign and submit the bid documents on our behalf against RFP.

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.



Annexure – C: Undertaking Towards Earnest Money Deposit

Subject: Undertaking as per GFR – 2017, Rule 170(iii)

To:

Director,
NESL e-Infrastructure Limited
Gresham Assurance House,
4th floor, Sir P.M. Road,
Fort, Mumbai-400001

Dear Sir,

We, the undersigned, offer to provide the KYC/e-Governance services in response to your RFP No. NEIL/KYC/e-Gov/2023/0201, dated 1st September, 2023. We are hereby submitting our proposal for same. As a part of eligibility requirement stipulated in said RFP document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our proposal shall remain valid for 90 days from the date of submission.
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
3. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said RFP and /or debarred from any **future bidding process of NEIL & Other Govt. Institutes for a period of minimum one year.**
4. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

(End of Document)