

NICL/IT/RFP/06/2026/KYC

REQUEST FOR PROPOSAL (RFP)

“SELECTION OF KYC SERVICE PROVIDER”



Registered and Head Office:

National Insurance Company Ltd. (NICL),
Premises No. 18-0374, Plot No. CBD-81,
New Town, Kolkata-700156.

<https://nationalinsurance.nic.co.in>

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THIS RFP DOCUMENT IS NOT TRANSFERABLE

Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial Bids shall be rejected. The Bidder must not leave out any parameter as asked for in this RFP, while furnishing the commercial quote.

Disclaimer

The information contained in this Request for Proposal (RFP) document, or subsequently provided to Bidders or applicants, whether verbally or in documentary form, by or on behalf of National Insurance Company Limited (NICL), is provided on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer, but an invitation to interested parties to submit bids. The purpose of this RFP is to provide the Bidders with information to assist in the formulation of their proposals. This RFP may not contain all the information that each Bidder may require. Each Bidder should conduct its own independent investigations, analysis, and due diligence, and verify the accuracy, reliability, and completeness of the information in this RFP, and obtain independent advice where necessary.

NICL makes no representation or warranty, express or implied, and shall have no liability under any law, statute, rules, or regulations for the accuracy, reliability, or completeness of the information contained in this RFP or otherwise provided.

NICL may, at its sole discretion and without any obligation, update, amend, or supplement the information contained in this RFP at any time. NICL also reserves the right to alter, modify, or amend the scope of procurement, including services, software, or hardware under this RFP, and to leverage the unit rates quoted by the Bidder in case of any increase or decrease in scope during the tenure of the Contract.

NICL reserves the right to negotiate, modify, or alter any or all terms and provisions of the RFP and/or the agreement entered pursuant to this RFP, and may seek additional information from the Bidder at any stage during the bidding process or contract period.

NICL reserves the right to withdraw, cancel, or annul this RFP at any stage without assigning any reason and without any liability to any Bidder or other person.

The licenses, products, and services proposed under this RFP shall be applicable across all locations of NICL, unless otherwise specified.

No contractual obligation whatsoever shall arise from this RFP process unless and until a formal written agreement is executed by NICL.

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1. Introduction & Bid Information

1.1 Overview of National Insurance Company Limited (NICL)

National Insurance Company Limited (hereinafter referred to as **NICL**), with its registered office in Kolkata, is one of the leading public sector insurance companies of India. It was incorporated in 1906 and nationalized in 1972, before operating as a Government of India undertaking from 2002. National Insurance Company Limited (NICL) is engaged in the business of non-life insurance.

Headquartered in Kolkata, NICL's network of about 1100 offices, manned by approximately 6,800 skilled personnel, is spread over the length and breadth of the country covering remote rural areas, townships and metropolitan cities. NICL's foreign operations are carried out from its office in Nepal.

NICL transacts general insurance business of Health, Motor, Fire, Marine and Miscellaneous insurance. Befittingly, the product ranges of more than 290 products offered by NICL cater to the diverse insurance requirements of its two crore policyholders. Innovative and customized policies ensure that even specialized insurance requirements are fully taken care of. NICL serves approximately 2 crore policyholders annually with a product portfolio of about 290+ products targeting commercial, retail, rural and micro insurance market segments, the company handles direct non-life insurance, both in the retail and corporate segments, re-insurance and investment of funds. NICL's distribution network consists of over 65,000 different intermediaries comprising direct sales, individual and corporate Agents, Micro Agents, Brokers, Bancassurance, Motor Insurance Service Providers (MISPs) etc. NICL also partners with Garages, Third Party Administrators and Digital Service Providers for servicing Claims generated from customers. Their annual new and renewal policy transaction volume is about 2 crore and processed claims transaction volume is about 50 lakhs. The Company has undertaken IT initiatives to address its core business requirements and all its offices are interconnected through a Wide Area Network.

1.2 Purpose of this RFP

The purpose of this Request for Proposal (“RFP”) document is the selection of suitable service provider (as per the eligibility criteria specified in this RFP) for procurement and implementation of comprehensive online KYC services for NICL for a period of three years.

This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which the Bidder needs to consider while responding to this RFP. The provision of the services is subject to the observance of the selection process and appropriate documentation being agreed between NICL and any successful Bidder identified after completion of the selection process.

The Bidder is expected to examine all instructions, clarifications, forms, terms, specifications, and other information in the RFP Document, corrigenda, addenda, etc. Failure to furnish all information required by any of these documents or to submit a Bid not substantially responsive to these documents in every respect will be at the Bidder’s risk and may result in rejection of the bid.

Bidders are advised to study the RFP documents carefully before participating. Submission of the bid shall be deemed to have been made after careful study and examination of the RFP document with full understanding of its implications. Any lack of information shall not relieve the Bidder of its responsibility to fulfill his obligations under the Bid.

In the event of default by the Bidder with respect to this RFP or the RFP Document, NICL may debar the Bidder from participating in future RFPs of NICL for a period not exceeding two (2) years.

1.3 Important Dates and Information

Bid Reference	RFP Number: NICL/IT/RFP/06/2026/KYC	
Date of Issue of RFP	8th May 2026	
Last date and time for submission of queries/clarifications before the Pre-Bid meeting	14th May 2026 up to 05:00 PM	
Date and Time for Pre-Bid Meeting (if required)	15th May 2026 at 3:00 PM	
Last Date and Time for RFP upload of Bids through GeM	29 th May 2026 up to 02:00 PM	
Last Date and Time for RFP submission of Bids in physical form	29 th May 2026 up to 04:00 PM	
Place for publication of clarification, if required	Publication	Website Link
	NICL Corporate Website	https://nationalinsurance.nic.co.in
	CPPP Portal	https://eprocure.gov.in/cppp/
	GeM Portal	https://gem.gov.in
Time and Date of Opening of PART-I (Pre-Qualification & Technical Bid)	29 th May 2026 at 04:00 PM	
Time and Date of Opening of PART-II (Commercial Bid)	To be intimated later to participating bidders	
Place of Opening of both PARTs of the Bids	National Insurance Company Ltd. IT Department, 1 st Floor, Wing-B, Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156	
Date till which the Bid is valid	1 (one) year from the date of opening of the Commercial Bids	

Address for all Communication, including request for clarification, if required	To, Deputy General Manager - IT National Insurance Company Ltd. Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156 Email: parthap.mitra@nic.co.in , sunmeet.singh@nic.co.in
Bank Details of NICL Head Office	
Name as per Bank Account	: National Insurance Company Limited
Bank Account Number	: 6762010554
Type of Account	: Current Account
Name of the Bank	: Indian Bank
Name of the Office	: 5B, Russell Street, Kolkata – 700071
MICR Number of the Office	: 700019018
IFSC No. of the Office	: IDIB000R024

1.4 Details of Annexure and Hyperlinked Contents

- [Annexure 1 – Eligibility \(Pre-qualification\) Criteria Compliance](#)
- [Annexure 2 – Bidder’s Profile Format](#)
- [Annexure 2A – Infrastructure and Data Center Details](#)
- [Annexure 2B – Annual Turnover Details](#)
- [Annexure 2C – Net Worth & Profit Details](#)
- [Annexure 2D – Client Experience Details](#)
- [Annexure 2E – Certifications & Compliance Details](#)
- [Annexure 3 – Technical Bid Letter](#)
- [Annexure 4 – Technical Compliance & Mandatory Compliance Checklist](#)
- [Annexure 5 – Technical Evaluation Criteria](#)
- [Annexure 5\(1\) – Bidder Profile Evaluation](#)
- [Annexure 5\(2\) – Technical Evaluation Matrix](#)
- [Annexure 5\(3\) – Bidder’s Presentation Evaluation](#)
- [Annexure 6 – Commercial Bid Letter](#)

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156

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- [Annexure 7 – Commercial Bid Particulars](#)
- [Annexure 8 – Commercial Proposal](#)
- [Annexure 9 – Confidentiality / Non-Disclosure Agreement \(NDA\)](#)
- [Annexure 10 – Pre-Bid Query Format](#)
- [Annexure 11 – Inclusivity & Change Request \(CR\) Governance](#)
- [Annexure 12 – Escalation Matrix](#)
- [Annexure 13 – Litigation Declaration](#)
- [Annexure 14 – OEM / OSD Authorization Form](#)
- [Annexure 15 – Bid Submission Checklist](#)
- [Annexure 16 – Dos & Don'ts for Bidders](#)
- [Annexure 17 – Undertaking for DPDP Compliance & Data Residency](#)
- [Annexure 18 – Technical Declaration for Aadhaar Data Vault \(ADV\)](#)
- [Annexure 19 – Undertaking for Non-Blacklisting & AML Compliance](#)
- [Annexure 20 – Compliance Undertaking for PwD Accessibility & Technical Features](#)
- [Annexure 21 – Certificate of No Deviation](#)
- [Annexure 22 – Quarterly SLA Compliance Report Format](#)
- [Annexure 23 – Format for Bid Securing Declaration](#)

1.5 Amendment to Bid Document

- At any time prior to the deadline for submission of Bids, NICL may for any reason either on its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document, by amendment.
- All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, NICL may, at its discretion, extend the deadline for a reasonable period to be decided by NICL for the submission of Bids.
- Details will be published on NICL's Corporate Website <https://nationalinsurance.nic.co.in> as well as Central Public Procurement Portal (CPPP), <https://eprocure.gov.in/cppp/> and GeM portal: <https://gem.gov.in/>. NICL reserves the right to modify any terms and conditions of the RFP and its subsequent addendums at its sole discretion also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. NICL will inform

the Bidder about changes, if any, before the deadline of bids submission.

- **Addendum / Corrigendum / Extension** - NICL may revise any part of the RFP, by providing an addendum to the Bidder at any stage prior to the opening of commercial bids. NICL reserves the right to issue revisions to this RFP at any time before the deadline for bid submissions. NICL reserves the right to extend the dates for submission of responses to this document.
- **Request for Clarification** - The Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the Deputy General Manager - IT should be received by the points of contact not later than the date and time specified in Section- 1.3 Important Dates and Information. Responses to inquiries and any other corrections and amendments / corrigendum will be distributed to the Bidder by electronic mail format or softcopy letter, published in NICL's Corporate Website <https://nationalinsurance.nic.co.in> as well as Central Public Procurement Portal, <https://eprocure.gov.in/cppp/> and GeM portal: <https://gem.gov.in/> at the sole discretion of NICL.
- **Preliminary Scrutiny** - NICL will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. NICL may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and NICL reserves the right for such waivers and NICL's decision in the matter will be final.
- **Clarification of Offer** - To assist in the scrutiny, evaluation and comparison of offer, NICL may, at its discretion, ask the Bidder for clarification of their offer. Clarification/ Additional documents, if any, sought by NICL from the Bidder have to be submitted within the stipulated time. NICL has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project or not received within scheduled time as defined by NIC.
- **NICL reserves the right to make any changes** in the terms and conditions of purchase. NICL reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission or partial submission of technical details. NICL may at its discretion waive any minor non-conformity in any offer and the same shall be binding on all Bidders and NICL reserves the right for such waivers. NICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations to changes made after Pre-Bid

clarification.

- **Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. NICL may treat the offers not adhering to these guidelines as unacceptable.
- **Right to Alter Quantities** – NICL reserves the right to alter the requirements specified in the tender. NICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. NICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for the period of contract and can be used by NICL for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by NICL in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the Plan, services & any other facilities should be passed on to NICL within the contract period.
- **Conditional bids** shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

1.6 Instructions to Bidders

The General Terms and Conditions (GT&C) of the RFP as laid down shall apply over and above the provisions of the contract to the extent not specifically mentioned in the Contract.

A	<p>Evaluation of Offers: The intending Bidder acknowledges and accepts that NICL may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document. The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The intending Bidder acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.</p>
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B	Bidders shall not quote disproportionately high Implementation & Integration Costs and it should be within 25% of the Total Cost of Ownership (TCO). NICL reserves the right to reject/accept bids where Implementation & Integration Costs exceed 25% of the Total Cost of Ownership (TCO) or where the pricing structure is deemed unbalanced, unrealistic, or front-loaded, even if the specified threshold is not breached.
C	Intending Bidders who satisfy the eligibility criteria laid down under this document can bid for the RFP. Intending Bidders may also download this document from NICL's Corporate Website https://nationalinsurance.nic.co.in as well as Central Public Procurement Portal, https://eprocure.gov.in/cppp/ and GeM portal: https://gem.gov.in between dates (refer, Section- 1.3 Important Dates and Information). Intending Bidders must submit a non-refundable RFP Document Fee of ₹15,000 (Rupees Fifteen Thousand only) to National Insurance Company Limited via NEFT/RTGS using the bank details provided in Section 1.3. This payment must be completed prior to the Pre-Bid Meeting date. Proof of payment must be emailed to parthap.mitra@nic.co.in & sunmeet.singh@nic.co.in . Failure to furnish this fee by the time of bid submission will result in disqualification. SSI Units registered with NSIC and MSEs are exempt from this fee upon submission of a valid certificate.
D	Only one (1) authorized representative of Bidder is allowed to participate in the Pre-Bid meeting. Documentary proof of payment of the RFP Document Fee by intending Bidders by mail/hard copy, is a pre-requirement for participation in the Meeting.
E	The Bidder should be agreeable to hold the price and specification details if any for a period of at least one year from the date of opening of Commercial Bid in respect of his bid under the RFP, and in case there occurs any change in the specifications on account of the Solution offered/ordered for being phased out from the market, shall supply solutions of equal or higher configuration at the same prices agreed to, in respect of the bid under the RFP.
F	The Bidder shall submit only one bid with a single solution and specification set in respect of the RFP. If any Bidder quotes multiple offers, all the bids from that bidder will be summarily rejected.
G	Intending Bidders are required to quote for all items specified in this RFP. Leaving any mandatory commercial line-item blank shall result in disqualification. However, quoting "0", "Nil", or "Included" shall be treated as zero-cost inclusion and deemed included in the quoted price. If the Bidder fails to quote rates for any line item or

	<p>quotes zero (0) for any line item, it shall be assumed that the Bidder will provide that item at zero cost to NICL during the contract period, and the commercial bid will be evaluated accordingly as per Section 2.3(A) – Arithmetical Errors & Zero-Cost Quote Treatment.</p>
H	<p>1.6.1 Earnest Money Deposit (EMD)</p> <p>The Bid must be accompanied by an Earnest Money Deposit (EMD) of ₹20,00,000 (Rupees Twenty Lakhs Only) by way of BG, DD, NEFT or RTGS in favour of National Insurance Company Limited, referencing the NICL Bank details mentioned above. Non-furnishing of the EMD will result in the disqualification of the Bidder.</p> <ul style="list-style-type: none"> ● Validity & Interest: The EMD must be valid for one (1) year from the date of bid submission. No interest shall be payable on the EMD to either Successful or Unsuccessful Bidders. ● Return of EMD: For unsuccessful Bidders, the EMD will be returned within 90 days of the award of the Purchase/Work Order to the Successful Bidder upon receipt of a written application. For the successful Bidder, the EMD will be returned upon production of the Performance Bank Guarantee. ● Forfeiture & Blacklisting: The EMD will be forfeited if the successful Bidder fails to execute the work, refuses to sign the contract, or fails to carry out obligations after being identified as Successful Bidder (L1 after QCBS). Such Bidders will also be blacklisted from participating in future NICL RFPs for a period not exceeding two (2) years. ● Exemptions (MSE/SSI): Only Micro and Small Enterprises (MSEs) and SSI Units registered with NSIC are exempt from paying the EMD and RFP Document Fee upon submission of a valid certificate. ● Bid Securing Declaration: Bidders claiming exemption from Earnest Money Deposit (EMD) under Rule 170 of the General Financial Rules (GFR), 2017 must submit a signed Bid Securing Declaration as per format provided in Annexure 23. This declaration accepts that if the Bidder withdraws/modifies their bid or fails to sign the contract/submit performance security, they will be suspended from bidding eligibility for a period of twelve (12) months. The 12-month suspension under Rule 170 applies specifically to EMD exemption defaults (withdrawal/modification of bid, failure to sign contract/submit PBG). The 2-year blacklisting applies to fraud, misrepresentation, contractual default, or violation of RFP terms. Non-submission of this declaration at the Pre-Qualification stage will result in disqualification.

I	NICL reserves the right to accept / reject any / all offers without assigning any reason whatsoever. The decision of NICL in selecting the Bidder would be final and conclusive.
J	The consultants of NICL or their sister concerns will not be permitted to participate in these bid/s.
K	The RFP document is not transferable.
L	<p>1.6.2 Online and Hard Copy Submission (Master Clause)</p> <p>The RFP process follows a three-part submission (Pre-Qualification, Technical, and Commercial) conducted in two stages. Bidders must strictly adhere to the following dual-submission requirements:</p> <ul style="list-style-type: none"> • Online Submission: Bidders must comply with all rules and regulations of the GeM portal (https://gem.gov.in/) for the online submission of all three bid parts. Bids must be uploaded on or before the last date and time mentioned in Section 1.3. • Hard Copy Submission Requirement: In addition to the mandatory online submission, Bidders are required to submit physical "Original" hard copies of the following documents in sealed envelopes: <ol style="list-style-type: none"> 1. Pre-Qualification Bid and all supporting documents. 2. Technical Bid and all supporting documents. 3. Commercial Bid and all supporting documents. • Justification for Physical Submission: The requirement for physical hard copy submission is solely for internal audit, legal validation, record-keeping, and governance compliance as per NICL's documented procedures. This physical submission requirement shall not override, supersede, or invalidate the online submission made on the GeM portal. In case of any discrepancy between the online submission and physical hard copies, the online submission on the GeM portal shall prevail, and NICL shall notify the Bidder to rectify the physical copy accordingly. • Right to Modify & Extend: NICL reserves the right to extend the last date/time for submission of bids or modify the Technical Specifications, locations of delivery, or conditions stipulated in any item of this RFP Document until the final bid submission date. All such changes or modifications will be informed through NICL's Corporate Website

	<p>(https://nationalinsurance.nic.co.in), the Central Public Procurement Portal (https://eprocure.gov.in/cppp/), and the GeM portal (https://gem.gov.in/).</p> <ul style="list-style-type: none"> • Sealing and Labeling: Each bid part must be enclosed in its own separate sealed envelope, clearly marked as per the specific instructions provided in Sections 1.6(N), 1.6(O), and 1.6(P) of this document for their respective contents. Physical submission requirements shall be governed by Section 1.6(R). All three envelopes must then be placed inside a single master sealed envelope super-scribed with "RFP No: NICL/IT/RFP/06/2026/KYC" as per Section 1.6(S). • Deadline and Disqualification: All sealed envelopes must reach NICL at the address specified in Section- 1.3 Important Dates and Information on or before the scheduled submission deadline. Failure to submit the physical hard copies may result in disqualification at the sole discretion of NICL. The online submission on the GeM portal shall be considered the primary valid submission, and in case of any discrepancy, the online submission shall prevail. Physical hard copy submission is mandatory for audit and governance purposes. However, in case of any discrepancy between the online submission and physical hard copies, the online GeM submission shall prevail for evaluation purposes.
M	<p>Pre-qualification cum Technical Bid will be opened first and the Technical Bid evaluation of only those Bidders will be done who meet the Pre-qualification criteria. Commercial bids of only those Bidders who qualify in the Technical Bid shall be opened at a later date.</p> <p>NICL will notify the date and time of opening of the Commercial bids to the technically qualified Bidders.</p> <p>NICL reserves the right to change or relax the eligibility criteria to ensure inclusivity. No further discussion / interface will be granted to Bidders whose bids have been disqualified.</p> <p>The evaluation by NICL will be undertaken by a committee and its decision is final.</p>
N	<p>1.6.3 Pre-Qualification Bid (Stage 1)</p> <p>The Pre-Qualification Bid evaluates the Bidder's foundational eligibility and must be submitted online through the GeM portal. Simultaneously, a corresponding</p>

	<p>hard copy must be submitted in a sealed envelope as per the following requirements:</p> <ul style="list-style-type: none"> • Hard Copy Marking: Along with the online submission, the physical hard copy must be submitted in a separate sealed cover super-scribed as “Original”. • Content: This envelope must contain the physical hard copy of the Pre-Qualification Bid, the Bidder Profile (Annexure 2), Eligibility (Pre-qualification) Criteria Compliance (Annexure 1), and all required supporting documents). • EMD Proof: The Bidder must put the proof of transfer of the Bid Security (EMD) of the requisite value (₹20,00,000) inside this specific “Original” Pre-Qualification Bid envelope. Bidders claiming exemption from EMD under Rule 170 of GFR 2017 shall mandatorily submit the Bid Securing Declaration in the prescribed format as per Annexure 23 within the Pre-Qualification Bid envelope. • Labelling: This cover must be super-scribed with the wording: “DO NOT OPEN BEFORE _____ at 04:00 PM – Pre-Qualification bid for NICL/IT/RFP/06/2026/KYC”. • Organization: All supporting documents must be indexed, with page numbers and paragraph numbers clearly referenced according to the prescribed PQ format. • Pricing Restriction: Prices must not be indicated in the Pre-Qualification Bid. Any mention of commercial pricing at this stage will lead to immediate disqualification. • Opening: Only one representative of the Bidder may be present for the opening of the Pre-Qualification Bid. If the representative is not present at the venue at the scheduled date and time, NICL will proceed with the opening of the Bid as scheduled.
O	<p>1.6.4 Technical Bid (Stage 1)</p> <p>The Technical Bid will only be evaluated for Bidders who have successfully qualified in the Pre-Qualification stage. The Technical Bid must be submitted online in the prescribed format through the GeM portal. Simultaneously, a corresponding hard copy must be submitted in a sealed envelope as per the following requirements:</p>

- **Hard Copy Marking:** Along with the online submission, the physical hard copy and all supporting documents must be submitted in a separate sealed cover super-scribed as “Original”.
- **Content:** The Technical Bid must include the Technical Bid Letter (**Annexure 3**), Technical Bid Particulars & Mandatory Compliance Checklist (**Annexure 4**), Technical Evaluation Formats (**Annexure 5(1) to 5(3)**), Feasibility Statement (GT&C 2.52), Technical Compliance with the Scope of Work , and the Statement of Deviation from RFP Terms and Conditions (Annexure 21).
- **Sealing and Labeling:** The Technical Bid and all supporting documents must be enclosed in one cover and sealed. This cover must be super-scribed with: “DO NOT OPEN BEFORE _____ at 04:00 PM – Technical bid for NICL/IT/RFP/06/2026/KYC”.
- **Organization and Structure:** The Technical Bid must be submitted in an organized and structured manner. Supporting documents must be properly indexed, with page and paragraph numbers referenced according to the prescribed Technical Bid format.
- **Completeness of Details:** It is mandatory to submit all technical details in the prescribed formats duly filled in. NICL, at its discretion, may choose not to evaluate a Technical Bid in the event of non-submission or partial submission of these details.
- **Authentication of Corrections:** Any corrections or alterations in the bid must be properly authenticated. If corrections or alterations are not properly authenticated, the offer will be rejected.
- **Technical Information Standards:** Technical details must be completely filled with correct information regarding the products and services offered. Filling out forms using terms such as “OK”, “accepted”, “noted”, or “as given in brochure/manual” is strictly prohibited and may lead to the rejection of the offer.
- **Submission of Materials:** No brochures, leaflets, or other materials should be submitted in loose form.
- **Pricing Restriction:** Prices must not be indicated in the Technical Bid.
- **Opening and Representation:** Only one representative of the Bidder may be present for the opening of the Technical Bid at the specified date and time. If no representative is present at the scheduled venue, NICL will proceed with the opening of the Bid.

	<ul style="list-style-type: none"> • Commercial Stage Progression: Technically qualified bids (meeting minimum 50% per section and minimum 70% overall benchmarks) will be taken up for further processing. The Commercial Bids of qualified Bidders will be opened in the presence of their representatives at a separate date and time to be notified later.
P	<p>1.6.5 Commercial Bid (Stage 2)</p> <p>The Commercial Bid will only be opened for Bidders who have met the technical qualification benchmarks (50% or more in each individual section and 70% or more overall). The bid must be submitted online through the GeM portal, and a corresponding hard copy must be submitted in a sealed envelope as per the following requirements:</p> <ul style="list-style-type: none"> • Hard Copy Submission & Marking: Along with the online submission, a physical hard copy marked as “Original” must be submitted in a separate sealed cover. • Content: The Commercial Bid must include the Commercial Bid Letter (Annexure 6), Commercial Bid Particulars (Annexure 7) and Commercial Proposal (Annexure 8). • Sealing and Labeling: The hard copy must be enclosed in a single sealed cover super-scribed as: “DO NOT OPEN BEFORE _____ – Commercial bid for NICL/IT/RFP/06/2026/KYC”. • Currency and Fixed Pricing: All prices must be quoted in Indian Rupees (INR) only. The prices offered shall be on a fixed-price basis and must not be linked to any foreign exchange fluctuations. • Prescribed Format & Strict Conformity: Prices must be indicated strictly in the prescribed format provided in the Commercial Bid section. The Bidder must not leave any information or columns blank, and no alternate options or multiple prices should be quoted. • Consistency: The Consolidated Commercial Bid uploaded to the GeM portal and the submitted physical hard copies must match exactly. Any discrepancy between the two will result in the rejection of the bid. • Disqualification: The offer must be in strict conformity with these requirements. Any deviation from the prescribed format or pricing instructions will render the bid liable for immediate disqualification.

Q	<p>Consistency of Bid Submission: The Bidder shall ensure complete consistency across all parts of its bid, including but not limited to the Technical Proposal, Compliance Matrix, Commercial Proposal, and all supporting documents submitted as part of this RFP.</p> <p>Any inconsistency, contradiction, misalignment, or deviation between the submitted documents, including discrepancies between online submission (GeM portal) and physical hard copies, may lead to rejection of the bid at the sole discretion of NICL.</p> <p>NICL reserves the right to seek clarifications; however, failure to satisfactorily resolve such inconsistencies within the stipulated time may result in disqualification of the Bidder.</p> <p>In case of any inconsistency, the interpretation most favorable to NICL shall prevail.</p>
R	Physical submission of documents, wherever specified, is mandatory and required for audit, record-keeping, and verification purposes as per internal governance requirements of NICL.
S	All the covers namely Pre-Qualification Bid, Technical Bid and Commercial Bid prepared as above are to be put in a single sealed cover super scribed with the wordings "RFP No: NICL/IT/RFP/06/2026/KYC", and the wordings "DO NOT OPEN BEFORE _____".
T	Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of the bid, including presentations, demonstrations, clarifications, and any site visits, if required. NICL shall not be responsible or liable for any such costs, regardless of the conduct, outcome, cancellation, or annulment of the bidding process.
U	Each Recipient should notify NICL of any error, omission, or discrepancy found in this RFP document.
V	Address for all communication is given in Section- 1.3 <u>Important Dates and Information</u> . In case of deviation, the bid is liable to be disqualified.

1.7 Preparation of Bid:

The RFP will be in three parts but in 2 stages, viz., 1st Stage (Pre-Qualification and Technical bids) and 2nd Stage (Commercial bid).

The Bidder must meet the minimum eligibility criteria as mentioned in the Pre-Qualification Bid

If, on evaluation of the Technical bids it is observed that any one or more items of the product offered in the RFP do not meet the minimum requirements of Specifications, NICL reserves the right to accept or reject the Bid.

The Commercial bids of only those Bidders will be opened who qualify at the Technical bid evaluation stage, at a date and time to be specified later.

The Bidder shall prepare the bid in the following manner. Relevant documents, letters, forms, supporting documents, etc. need to be attached to each part as given below

The BID SECURITY. This shall contain only the Bid Security (Earnest Money Deposit i.e. EMD) amounting to Rs.20,00,000.00 (Rupees Twenty Lakhs Only) by way of BG/DD/NEFT/RTGS in favor of National Insurance Company Limited, payable as per Bank Details mentioned in this document. Non-furnishing of EMD will disqualify the Bidder.

The EMD shall be returned to unsuccessful Bidders (without any interest) upon receipt of a written application, within 90 days of award of Purchase/Work Order to the Successful Bidder. For the successful Bidder, the same would be retained as Security Deposit without any interest till a BG of 3% of Contract Value is received by NICL, in the form of Performance Bank Guarantee (PBG) as per format given in [Section 2.53 – Performance Bank Guarantee](#)

The Bid Security Deposit will be forfeited if:

The Bidder withdraws its bid at any time before the LOI of PO or Advice for execution is issued against the RFP.

OR

The Bidder fails or refuses to execute the work after having been identified L1 in the bid, before or after LOI/PO/Advice for execution is issued

OR

Fails or refuses to furnish the Performance Bank Guarantee

OR

The Bidder fails or refuses to execute the Contract.

1. **The PRE-QUALIFICATION BID:** This would contain Eligibility (Pre-qualification) Criteria Compliance - [Annexure 1](#), the Bidder Profile Format - [Annexure 2](#), Proof of transfer of Bid Security (Earnest Money) for an amount equal to Rs. 20,00,000.00 (Rupees Twenty Lakhs Only) enclosed in the appropriate envelope along-with the Pre-Qualification Bid documents.

Any other documents that are required in the process, like client engagement letters or certificates, audited balance sheets, etc. and the Bidder should submit digitally signed (by authorized signatory) softcopy documents to the designated mail ids marked in the RFP. Attachment limits of 25 MB if not sufficient, the Bidder may share multiple mails in sequence, with respective attachments. The document should also be password protected and the password shall be shared with NICL via separate email at the time of opening the Pre-Qualification Bid (both 'PDF' and 'xlsx' formats).

2. **The TECHNICAL BID:** This would contain the Technical Bid Letter **Section - Annexure 3**– Technical Bid Letter, Technical Bid Particulars **Section - Annexure 4** – Technical Compliance, Technical Bid Evaluation **Section - Annexure 5** – Technical Evaluation containing [Annexure 5\(1\) to 5\(3\)](#), [GT&C Section 2.52 – Feasibility](#), Technical Compliance Sections – **Scope of Work**, Statement of Deviation from RFP Terms and Conditions **Section - Annexure 21** – Statement of Deviation from RFP Terms and Conditions if any, and other Details if any (in a separate sheet).

3. Any other documents that are required in the proposal process, the Bidder should submit digitally signed softcopy documents to the designated mail ids marked in the RFP. Attachment limits of 25 MB if not sufficient, the Bidder may share multiple mails in sequence, with respective attachments. The document should also be password protected and the password shall be shared at the time of opening the Technical bid (both 'PDF' and 'xlsx' formats).

4. **The COMMERCIAL BID:** This would contain the **Section - Annexure 6** – Commercial Bid Letter, **Section - Annexure 7** – Commercial Bid Particulars, **Section - Annexure 8** – Commercial Proposal. The Bidder should submit digitally signed (by authorized signatory) softcopy documents to the designated mail ids marked in the RFP. Attachment limits of 25 MB if not sufficient, the Bidder may share multiple mails in sequence, with respective attachments. The document should also be password protected

and the Commercial password should be shared at commercial opening stage (both 'PDF' and 'xlsx' formats).

The Bidder must submit its Bid online, on or before the last date and time mentioned in RFP.

Details of the procedure to be followed for online submission of bid, is available in Section - Instructions to Bidders. The Bidder must abide by the same.

2. General Terms and Conditions (GT&C)

2.1 Definitions

In this RFP Document the following terms shall be interpreted as indicated below:

A	'NICL' means National Insurance Company Limited.
B	The 'Purchaser', 'Company' means National Insurance Company Limited.
C	The term "this document" means this "RFP Document", containing RFP No: NICL/IT/RFP/06/2026/KYC and Annexures. "RFPs" means this Request for Proposal ("RFP No: NICL/IT/RFP/06/2026/KYC") which is a detailed notification seeking a set of service (s), product(s), materials and/or any combination of them and as governed by the GT&C (General Terms and Conditions).
D	The terms 'Contract' and 'Agreement' are interchangeable and mean the respective Contract or Agreement to be signed by the Successful Bidder and NICL in respect of NICL/IT/RFP/06/2026/KYC and as recorded in the Contract Form signed by the Purchaser and the Bidder, including all attachments and Annexure thereto and all documents incorporated by reference therein. The contract also covers the General Terms and Conditions and other points mentioned in this document including the accepted deviations (if any).
E	The terms 'Bidder / System Integrator / Authorized Channel Partner / Partner / Supplier/Contractor' are interchangeable and means the person or firm with whom the order for the provision and maintenance/support of the Solution/Services is placed in respect of NICL/IT/RFP/06/2026/KYC, and shall be deemed to include the Partner's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.

F	<p>The term 'Bidder' means 'Bidder/System Integrator/Service Provider/Authorized Channel Partner /Partner/Supplier' and is interchangeable.</p> <p>At the time of issuance of Purchase/Work Order and signing of Contract in respect of NICL/IT/RFP/06/2026/KYC, the successful Bidder may be referred to as 'Bidder', 'Supplier' or 'Vendor'.</p> <p>The Bidder who has signed the bid in respect of NICL/IT/RFP/06/2026/KYC should clearly indicate the capacity in which the Bidder has signed the bid and the firm shall be bound by its authorized signatory.</p>
G	The "Authorized Representative" shall mean any person/agency authorized by either of the parties.
H	'Bid Price' or 'Contract Price' means the total amount payable to the successful Bidder (including any Authorized Partner) for the complete and proper performance of all contractual obligations under this RFP NICL/IT/RFP/06/2026/KYC. This price shall be the 'Grand Total Price' after deducting any applicable discounts or liquidated damages as specified in the agreement
I	The 'Contract Value' means the total cost in respect of NICL/IT/RFP/06/2026/KYC including all related Services, Software, and other accessories to be supplied and installed by the Bidder. It also means the total accepted 3-year Total Cost of Ownership (TCO) excluding taxes, as quoted in Annexure 8 – Commercial Proposal.
J	"Rates/Prices" means the prices of plans and services quoted by the Bidder in the Commercial Bid submitted by him in respect of NICL/IT/RFP/06/2026/KYC and/or mentioned in the Contract
K	"LOI" means issuing of Letter of Intent which shall constitute the intention of the Purchaser to place the Purchase/Work Order with the successful Bidder in respect of NICL/IT/RFP/06/2026/KYC.
L	The 'Order' means the Purchase/Work Order issued in favor of the Bidder in respect of NICL/IT/RFP/06/2026/KYC.
M	The term 'Goods/Solution' are interchangeable and means all the deliverables complying with technical requirements specified in this document and as applicable under Scope of Work in respect of NICL/IT/RFP/06/2026/KYC, which the Bidder is required to provide, upgrade, install/implement, configure, commission,

	<p>maintenance/support at the various locations of the Purchaser under the order/contract in respect of NICL/IT/RFP/06/2026/KYC.</p> <p>The term 'Solution' shall also include 'Service' such as successful supply, upgrade, installation/implementation, configuration, commissioning, maintenance/support and such obligations of the Bidder covered under the order/contract including services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, and are complying with requirements specified in this document, within defined timelines and as per defined matrices, and as applicable under Scope of Work in respect of NICL/IT/RFP/06/2026/KYC.</p>
N	"Site" shall mean the location(s) for which the Contract has been issued in respect of NICL/IT/RFP/06/2026/KYC and where the service shall be provided as per Contract/Agreement.
O	"Documentary evidence" means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before a court.
P	NICL reserves the right to extend the last date/time for submission of bids or modify / relax the conditions stipulated in this document through website information update.
Q	<p>Interpretation of RFP: In case of any ambiguity, discrepancy, or conflict in the terms, conditions, specifications, or requirements of this RFP, the interpretation of NICL shall prevail and shall be final and binding on all Bidders.</p> <p>In case of any discrepancy or inconsistency between different sections of this RFP, including Scope of Work (Section 3.2), Evaluation Criteria (Annexure 5), Commercial Proposal (Annexure 8), and SLA (Section 3.5), the interpretation that ensures maximum compliance with the Scope of Work and protection of NICL's interests shall prevail. NICL's decision in this regard shall be final and binding.</p>
R	"Applicable Quarterly Invoice Value" means the invoice value for the relevant quarter excluding taxes, against which SLA penalties are calculated as per Section 3.5.2(xi).

2.2 Price Schedule

A	All quotes are to conform to the format as per Price Schedule also referred as Commercial Bid, Annexure 6 – Commercial Bid Letter , Annexure 7 – Commercial Particulars and, Annexure 8 – Commercial Proposal in respect of NICL/IT/RFP/06/2026/KYC.
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B	The all-inclusive price of the solution in respect of NICL/IT/RFP/06/2026/KYC will take into account price/charges as specified in the Commercial Bid, in respect of NICL/IT/RFP/06/2026/KYC.
C	The 'Grand Total' Price as specified in Price Schedule or Commercial Bid (refer <u>Consolidated Commercial Bid</u> in respect of NICL/IT/RFP/06/2026/KYC) must include all cost components necessary for complete execution. The Implementation & Integration Cost shall include all activities related to solution setup, configuration, deployment, integration, onboarding and go-live support. No separate one-time or additional charges shall be payable beyond this component. The Bidder must quote commercially viable rates for all operational transactions. NICL reserves the right to accept/reject bids where Implementation & Integration Costs exceed 25% of the Total Cost of Ownership (TCO) or where the pricing structure is deemed unbalanced or front-loaded. Costs for all hardware, software, licenses (if any) required for operation of the Solution as per Scope of Work and its sub-sections, should be factored in by the Bidder for a 3-year period including upgrades, as well as all the subsections of Annexure 8 – Commercial Proposal . No separate or additional charges shall be payable for CKYC services on a per-transaction basis, and the same shall be deemed included in the overall quoted cost.
D	Any other taxes / levies such as octroi / entry tax etc., payable at the place of delivery will be reimbursed on actual basis (wherever applicable at the place of delivery) subject to production of original document / receipt issued by appropriate authority. In case any waybill or road permit is to be obtained, the Bidder shall make necessary arrangements for obtaining the same.
E	The Bidder is required to submit their bids after carefully examining the documents/conditions. The Bidder must obtain for itself on his own responsibility and at his own expenses all the information necessary to enable him to prepare and submit a proper quotation.
F	It will be the responsibility of the Bidder to take care of all formalities, if any, necessary as per orders of any government/non-government authority in force at the point of time of delivery.
G	The Selection of Bidder would be through the process as laid down in <u>Section 2.4 – Selection of Bidder (QCBS 70:30)</u>
H	The detailed breakup of price quotes is to be furnished along with the Price Schedule by the Bidder in respect of NICL/IT/RFP/06/2026/KYC.

I	<p>The Bidder shall agree to maintain the price and configuration of all the components supplied in respect of NICL/IT/RFP/06/2026/KYC under this document for one (1) year from the date of opening of the Commercial Bid.</p> <p>However, should there be a reduction in prices between the date of submission of bid and the date of delivery of the Solution ordered for in respect of NICL/IT/RFP/06/2026/KYC, on account of revision in prices in Services, Hardware / Software and any other components or on account of revision in duties and taxes or for any other reason whatsoever, the benefit shall be passed on to NICL.</p> <p>Similarly, if the model of any product related to the Solution ordered for in respect of the RFP is replaced in the market by models of better technology or configuration before it is delivered, delivery should be of the latest configuration / technology without any price implication.</p>
J	<p>Repeat order of any of the components of the Solution in respect of NICL/IT/RFP/06/2026/KYC, may be placed with the Bidder throughout the term of project period of 3 years. Also refer to other sections.</p>
K	<p>The prices quoted shall be all-inclusive and shall cover all current and future API versions, integrations, and regulatory requirements. No additional cost shall be payable during the contract period for any upgrades, enhancements, or new API requirements.</p>

2.3 Bidder to Note

A	<p>Arithmetical errors may be rectified on the following basis:</p> <ol style="list-style-type: none"> If there is a discrepancy between the unit price and total price, the unit price shall prevail and the total price shall be corrected accordingly at the time of commercial bid evaluation. If there is discrepancy between words and figures, the words shall prevail. Where only total price has been provided, NICL will derive unit price based on division of the total price by the number of units. If tax amount does not corroborate with the tax percentage mentioned in the price bid, the tax percentage prevails and the amount shall be corrected up to two decimals.
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	<p>The Bidder shall ensure that the <u>Consolidated Commercial Bid</u> in GeM portal: https://gem.gov.in/ and the submitted physical hard copies duly signed by Authorized Signatory should match. If any discrepancy is found between those documents which are submitted in GeM as well as in the form of physical hard copies, the GeM documents will be considered for further evaluation.</p> <p>If the Bidder fails to quote rates for any line item or quotes zero (0) for any line item, then it shall be assumed that the Bidder will provide that item at zero cost to NICL during the contract period, and the commercial bid will be evaluated accordingly. Such zero-cost quotes shall be binding on the Bidder if selected. For the avoidance of doubt, this provision applies to all line items, including mandatory and optional items, unless explicitly stated otherwise in the RFP.</p> <p>A zero-cost quote submitted by the Bidder shall be construed as the Bidder's unconditional commitment to provide the quoted item or service at no cost to NICL for the entire contract period. NICL shall not be liable to make any payment for such zero-cost items or services. The Bidder shall not seek any additional compensation or raise any Change Request (CR) for any item for which a zero-cost quote has been submitted.</p> <p>If the Bidder does not accept the above-mentioned procedure, the bid may be rejected.</p> <p>A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.</p>
B	No consideration will be given to a bid in respect of NICL/IT/RFP/06/2026/KYC received after the date and time stipulated by 'NICL' and no extension of time will normally be permitted for submission of bids.
C	No price variation or escalation shall be permitted unless expressly provided as per terms of <u>Annexure 6 – Commercial Bid Letter, Annexure 7 – Commercial Bid Particulars</u> and <u>Annexure 8 – Commercial Proposal</u> .
D	The Bidder undertakes that in competing for the RFP and if the award is made to the Bidder in executing the contract, the Bidder will strictly observe the laws against anti-corruption laws in force in India, including the "Prevention of Corruption Act, 1988" and any revision thereof.

E	<p>The Bidder undertakes that in competing for the RFP, the Bidder shall abide by the Code of Integrity as contained in Rule 175 of GFR (General Financial Rules) 2017.</p> <p>No official of a procuring entity or a Bidder shall act in contravention of the codes which includes</p> <p>(i) prohibition of</p> <p>(a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process to otherwise influence the procurement process</p> <p>(b) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided</p> <p>(c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process</p> <p>(d) Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain</p> <p>(e) Any financial or business transactions between the Bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly</p> <p>(f) Any coercion or threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process</p> <p>(g) Obstruction of any investigation or auditing of a procurement process</p> <p>(h) Making false declaration or providing false information for participation in tender process or to secure a contract</p> <p>(ii) Disclosure of conflict of interest</p> <p>Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years of being debarred by any other procuring entity</p>
F	<p>Canvassing in connection with bids is strictly prohibited and bids submitted by Bidder who resort to canvassing are liable to be rejected.</p> <p>Any effort by a Bidder to influence NICL in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid and blacklisting from participation in future RFPs'.</p>
G	<p>The Bidder has to sign an Integrity Pact and Declaration on absence of Conflict of Interest as provided in the RFP document, in original and the same should be</p>

	submitted along with PRE-Qualification bid as per the formats provided in Section 2.50 – Integrity Pact Format , Section 2.51 – Conflict of Interest Declaration
H	NATIONAL INSURANCE CO. LTD. DOES NOT BIND ITSELF TO ACCEPT ANY QUOTATION/BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY QUOTATION/BID WITHOUT ASSIGNING ANY REASONS THEREOF.

2.4 Selection of Bidder (QCBS 70:30)

A	<p>The RFP will be evaluated in two stages, viz., 1st Stage (Pre-Qualification and Technical bids) and the 2nd Stage (Commercial bid).</p> <p>The two-stage evaluation shall be done sequentially and those Bidders qualifying in Stage A will only be considered for Stage B i.e., Commercial Evaluation</p> <p>Responses from Bidders will be evaluated in two stages, sequentially, as outlined below:</p> <p>Stage A: Pre-Qualification and Technical Evaluation: NICL shall evaluate Pre-qualification Bid first and shortlist the Bidders who qualify for further evaluation.</p> <p>The Technical Bid shall be evaluated only for those responses that have qualified in the Pre-Qualification Bid. Commercial bids of only those Bidders who qualify in the Technical Bid shall be opened at a later date. All Minimum Criteria specified in RFP needs to be fulfilled by the Bidders to proceed to the next stage of evaluation/selection.</p> <p>NICL reserves the right to accept/reject any deviation in the Pre-Qualification cum Technical and Commercial Bids of any Bidder.</p> <p>Stage B: Commercial Evaluation: Commercial bids of only those Bidders who qualify across Stage A would be opened. The Bidder achieving the highest QCBS score as per Section 2.4 (F) would be recommended for the award subject to due diligence.</p> <p>Please note that the criteria mentioned in this section are only indicative and NICL, at its discretion, may alter the criteria without assigning any reasons. NICL also reserves the right to reject any / all proposal(s) without providing any specific reasons. All deliberations and evaluations performed by NICL will be strictly</p>
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	<p>confidential and will be maintained as property of NICL exclusively and will not be available for discussion to any other Bidder.</p>
<p>B</p>	<p>Eligibility Evaluation</p> <p>Stage A - Eligibility Evaluation : It has two steps:</p> <p><u>Step 1</u>: Pre-Qualification Eligibility Evaluation</p> <p><u>Step 2</u>: Technical Evaluation</p> <p>Pre-Qualification (Eligibility) criterion for the Bidder to qualify this Step 1 of stage A is clearly mentioned in Annexure 1- Eligibility (Pre-qualification) Criteria Compliance, Annexure 2 – Bidder Profile Format</p> <p>The Bidder shall also provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.</p> <p>Bidders who meet ALL these criteria would only qualify for the Step 2 of Stage 1 i.e., Technical Evaluation as under.</p>
<p>C</p>	<p>Technical Evaluation</p> <p>Step 2 Technical evaluation will be done in 3 parts:</p> <ol style="list-style-type: none"> 1. Bidder profile evaluation: As per Annexure 5(1). 2. Technical Evaluation: As per Annexure 5(2) 3. Presentations by Bidder: As per Annexure 5(3) <p>NICL will allot a score to each of the above 3 components (Formats under Annexure 5(1) to 5(3)) individually as per evaluation formats provided in the RFP. Only Bidders who achieve a technical score of 50% or more in each individual section and an overall technical score of 70% or more will qualify for the commercial evaluation stage.</p>

Stage	Sub-parts	Section	Weightage	Maximum Marks Obtainable
Stage A Step 2	1	Bidder Profile	15%	15
	2	Technical Evaluation	70%	70
	3	Bidder presentation	15%	15
Total (Stage A Step 2)			100%	100

(Minimum Qualification: 50% per sub-part and 70% overall)

NICL reserves the right to reduce the technical cut off score (individual as well as overall) at its discretion

D Bidder shall provide 100% compliance to the Scope of Work (Section 3.2) and all its sub-sections. Material deviations impacting scope, compliance, security, commercial structure, or regulatory requirements may result in disqualification at NICL's discretion. Non-material deviations may be accepted or rejected by NICL at its sole discretion. Unreasonable Scope limitation which defeats the purpose of this RFP will lead to disqualification.

E **Commercial Evaluation**

Stage B: Commercial Evaluation

The Bidder shall quote as per Price Format in Indian Rupees as the all-inclusive price for the desired work/services. While submitting the financial bid, following must be kept in mind:

- The price quoted should include all costs associated with the assignment. Tax breakup shall be provided by the Bidder.
- The financial proposal shall not include any conditions attached to it, and any such conditional financial bid shall be summarily rejected.

The financial bid shall be submitted in the Price Format given in **Annexure-8 - Commercial Proposal.**

Final Bid Evaluation (Techno commercial bid):

The evaluation of the Bid is based on QCBS (Quality and Cost Based Selection).

Technical Evaluation:

Each Technical bid will be assigned a technical score out of a maximum of 100 marks (marks breakup described below). Only Bidders who achieve a technical score of at least 50% in each individual section and 70 percent or more overall will qualify for the commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the bid.

The technical evaluation score (out of 100), computed based on Annexure 5 (including Bidder Profile, Technical Evaluation, and Presentation), shall be normalized and shall carry a weightage of 70% in the final QCBS evaluation.

The normalized technical score of the Bidder shall be calculated as follows:

Normalized Technical Score = (Technical Score of the Bidder ÷ Highest Technical Score among all Bidders) X 100 (adjusted to 2 decimals)

Example: If the highest technical score is 99 and a Bidder scores 95, the Normalized Technical Score = $(95 \div 99) \times 100 = 95.96$

Technical Score Calculation

Bidders	Technical score	Normalized Technical score	Final Score
1	95	$(95/99)*100$	95.96
2	96	$(96/99)*100$	96.97
3	97	$(97/99)*100$	97.98
4	98	$(98/99)*100$	98.99
5	99	$(99/99)*100$	100

Commercial Evaluation:-

Technically qualified Bidders will participate in commercial bid opening. The Bidder with the lowest commercial quote will be declared commercially L1. Note: "L1" refers to commercial ranking only; final selection is based on QCBS evaluation as per Section 2.4(F).

The commercial score shall carry a weightage of 30% in the final QCBS evaluation.

Normalized Commercial Score = (Lowest Quote among all technically qualified Bidders ÷ Bidder's Quote) X 100 (adjusted to 2 decimals)

Example: If the lowest quote is ₹10 and a Bidder quotes ₹11, the Normalized Commercial Score = $(10 \div 11) \times 100 = 90.91$ (Note: The commercial score carries a weightage of 30% in the final QCBS evaluation)

Bidder	Price Quoted by Bidder (In Rupees)	Normalized commercial score	Final Score
1	10	$(10/10)*100$	100
2	11	$(10/11)*100$	90.91
3	12	$(10/12)*100$	83.33
4	13	$(10/13)*100$	76.92
5	14	$(10/14)*100$	71.43

Final Score Calculation:

Final Score = $(0.70 \times \text{Normalized Technical Score}) + (0.30 \times \text{Normalized Commercial Score})$

Bidder	Weighted Technical score	Weighted Commercial score	Final Score (70:30)
1	$95.96*.7$	$100*.3$	97.17
2	$96.97*.7$	$90.91*.3$	95.15
3	$97.98*.7$	$83.33*.3$	93.59
4	$98.99*.7$	$76.92*.3$	92.37
5	$100*.7$	$71.43*.3$	91.43

The Bidder with the Highest Final Score will be selected as the successful Bidder (i.e. Bidder 1 in the above example).

G Other Conditions:

- i. A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.
- ii. No consideration will be given to a bid received after the date and time stipulated by NICL, and no extension of time will be permitted for submission of Bids.

However, NICL reserves the right to extend the last date and time for submission of the bids at its own discretion.

iii. Canvassing or misleading information in any form in connection with Bids is strictly prohibited, and Bids submitted by Bidders who resort to these types of activities are liable to be rejected.

iv. NICL reserves the right to call for any clarification from any or all Bidders during the evaluation of the bids. However, no other correspondence on bids will be entertained.

v. No price variation, adjustment, explanation, correction, or any other escalation will be entertained.

vi. Overwriting without proper authentication is not permitted in filling up the bids and may entail rejection of the bids.

vii. The products and price offered cannot be withdrawn by the Bidder from GeM during the bid validity period.

NATIONAL INSURANCE COMPANY LIMITED DOES NOT BIND ITSELF TO ACCEPT ANY BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY BID WITHOUT ASSIGNING ANY REASONS THEREOF.

2.5 Deadline for Submission

A	Bids must be received by NICL at the specified address not later than the time and date specified in the Section -1.3 . In the event of the specified date for the submission of Bids being declared a holiday for NICL, the bids will be received up to the appointed time on the next working day.
B	NICL may, at its discretion, extend this deadline for the submission of Bids, in which case all rights and obligations of NICL and the Bidder previously subject to the deadline will thereafter be subject to the deadline as extended.
C	<p>Late Bids :</p> <p>Bids received after the specified deadline for submission shall not be accepted under any circumstances. NICL shall not be responsible for any delay in submission due to any reason whatsoever, including system failure, network issues, or delays</p>

attributable to the Bidder. No request for extension of time shall be entertained after the deadline. Any bid received after the prescribed date and time shall be rejected outright without opening.

2.6 Modification of Bids

A	The Bidder may modify its bid after the bid's submission, provided that written notice of the modification including substitution of the Bids is received by NICL prior to the deadline prescribed for submission of bids.
B	The Bidder's request for modification may be submitted by e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
C	No bid may be modified subsequent to the deadline for submission of Bids.

2.7 Delivery Schedule

S.N.	Phase Activities	Maximum Timelines
A	Submission of Project Plan and Achievement of 'As-Is' Steady State	Work order + 14 Days (2 weeks)
B	Phase-I Go Live	Work order + 30 Days
C	Phase-II Go Live	Work order + 90 Days

2.8 Delivery of Documents

The Bidder shall furnish the following documents to 'NICL'. Original copies of:

A	Invoice showing NICL's Purchase/Work Order reference, description, quantity, unit price and total amount.
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2.9 Terms of Payment

Payments shall be made by the Head Office (HO) for services delivered under this contract.

A	The successful Bidder shall submit a Performance Bank Guarantee (PBG) equivalent to three percent (3%) of the Contract Value within thirty (30) working days from the date of issuance of the Purchase/Work Order, strictly in the format prescribed under
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[Section 2.53 – Performance Bank Guarantee](#). For the purpose of this clause, the term “working days” shall have the meaning assigned to it under Section 3.5.2(xii) of this RFP.

Failure to submit the PBG within the mentioned period may result in the cancellation of the Purchase/Work Order and forfeiture of the EMD.

Once this PBG i.e. 3% of ‘Contract Value’, in the form of Bank Guarantee is received by NICL, the EMD as Bid Security in respect of NICL/IT/RFP/06/2026/KYC will be returned to the successful Bidder.

B	Payment in respect of the RFP: NICL/IT/RFP/06/2026/KYC will be as follows:		
	Sl No	Activities	Payment Schedule
	1	Implementation & Integration Cost (if any)	<ul style="list-style-type: none"> ▪ 30% of the implementation cost will be payable on Go-Live, acceptance and sign-off by NICL for Phase 1 capabilities (*Deliverable- After achievement of steady state & complete takeover by the successful Bidder in implementing Phase 1 capabilities as mentioned in Section 3.3.6 – Execution Timeline of the RFP) ▪ 20% at the end of 3 months from successful Go-Live of Phase 1 capabilities. ▪ 30% of the implementation cost will be payable on Go-Live, acceptance and sign-off by NICL for phase-2 capabilities. (*Deliverable- After achievement of steady state by the successful Bidder in implementing Phase 2 capabilities as mentioned in Section 3.3.6 – Execution Timeline of the RFP) ▪ 20% at the end of 3 months from successful Go-Live of Phase 2 capabilities.
	2	Subscription/SaaS Cost	All SaaS-based services, including the Aadhaar Data Vault (ADV) and dedicated SaaS environment, shall be paid quarterly at the end of each quarter.
3	Maintenance and	▪ Costs would be paid as actuals on a quarterly	

	Support Cost	basis at the end of each quarter. ▪ This includes cost of dedicated manpower (L3/L2 resources)
4	Recurring Operational Cost	▪ Payments shall be made on a quarterly basis at the end of each quarter for successful transactions synced with NICL systems. ▪ Includes unit rates for Digital KYC API hits, Video KYC (V-CIP), and PEP/Sanction screenings.
<p>CKYC services (including Search, Download, Upload/Update) shall not be charged on a per-transaction basis.</p> <p>The Bidder shall provide CKYC integration, access, maintenance, and version upgrades (including CKYC version 1.3 and any subsequent or upgraded versions) as part of the overall solution.</p> <p>All costs related to CKYC services shall be deemed included within the overall platform, implementation, or support costs, and no separate or additional charges shall be payable by NICL on a per-hit or per-transaction basis.</p>		
C	<p>Invoicing and payment terms</p> <ol style="list-style-type: none"> Acceptance of Terms: The Bidder must accept the payment terms proposed by NICL. The commercial bid submitted must be in strict conformity with these terms, and any deviation will result in rejection. NICL reserves the right to withhold payments in the event of delays or defaults by the Bidder, which shall not constitute a default by NICL. Unused Services: If NICL elects not to take up any services mentioned in the price bid during the assignment, NICL will not be liable to pay the costs quoted for those specific services. Price Escalation: There shall be no escalation in prices once they are fixed and agreed upon by NICL and the Bidder for the duration of the contract. Verification: Payments will only be released following the formal acceptance and verification of the submitted invoice and supporting documentation. Phase-Based Billing: The Bidder must ensure costs are billed according to the phases provided in Annexure 8 – Commercial Proposal. At no point shall the Bidder invoice for capabilities intended for future phases. 	

	<p>6. Partial Implementation: If a Bidder completes only a partial implementation of a specific phase, NICL is not liable to make any payments for such partial implementations. However, upon substantial completion (defined as $\geq 90\%$ of deliverables completed as per milestone acceptance criteria) as certified by NICL, NICL may, at its sole discretion, release a proportionate payment based on the value of completed components, subject to execution of a Supplemental Agreement.</p> <p>7. Taxes and Deductions: Fees payable to the successful Bidder are inclusive of all costs and applicable taxes. NICL shall pay the amount due after deducting applicable Tax Deductible at Source (TDS).</p> <p>8. Undisputed Invoices: NICL shall pay each undisputed invoice after receipt, provided the invoice is dated after the fees have become due and payable under the terms of the agreement.</p> <p>9. Disputed Invoice: If NICL raises any dispute on any invoiced amount, such payments cannot be disbursed till the dispute is amicably resolved.</p> <p>10. Inclusive Costs: All out-of-pocket expenses, including travel, boarding, lodging, and stationery, are deemed included in the implementation cost. The Bidder is not entitled to charge additional costs for any incidental items or services.</p>
D	<p>Payment Release Schedule:</p> <ol style="list-style-type: none"> 1. Payment will be released upon submission of relevant supporting documents as defined in <u>Section 2.10 (Documents Required for Payment)</u> and <u>Section 3.4.2 (Payment Milestones)</u> . 2. NICL will pay undisputed invoices within 45 days of receipt.

2.10 Documents Required for Payment

The payment shall be released on a quarterly basis. Two copies of the quarterly invoice should be submitted within 30 days from the end of each quarter. This shall also include all supporting documents on the basis of which the invoice has been prepared, including (but not limited to) the following:

- a) An undertaking/covering letter by the selected Bidder stating that the preparation of the invoice has been in accordance with the terms and conditions of the contract. Wherever applicable, penalty needs to be proactively computed and levied in the generation of the invoice.

- b)** Any other documents as applicable, as may be demanded by NICL to ascertain the genuineness or accuracy of billing.
- c)** The raw data used for invoice and SLA computation must be made available to NICL in soft copy format, if required.
- d)** Proof of Payment of Taxes / Octroi / Levies, if any.

The payment for the invoice received along with all stipulated supporting documents shall be made within 45 days of the bill receipt date.

Further, in relation to payment:

1. NICL will not pay any advance.
2. The Bidder will be the single point of contact for NICL for any issue or problem related to the online KYC services provided and maintained by them.
3. The payments will be released by NICL through NEFT / RTGS after deducting TDS, and any applicable Penalty/LD. The Selected Bidder must provide necessary bank details, including Account No., Bank's Name with Branch, and IFSC Code.
4. The invoice amount will be paid post-deduction of the penalty imposed. The successful Bidder will also be liable to pay the applicable taxes on penalties, if any, shall be governed as per prevailing tax laws.

2.11 Guarantee

The guarantee shall cover the following, where applicable:

- a) Quality, strength and performance of the Services provided.
- b) Prompt support & services.

2.12 Satisfactory Performance

The Bidder shall guarantee satisfactory performance for all services/solutions as mentioned in the Purchase/Work Order.

2.13 Change of Work Order

'NICL' may at any time, by written order to the Bidder, make changes within the general scope of the Purchase/Work Order. NICL will be free to either reduce or increase the

quantity of the items/services to be purchased/change place of service delivery or installation, on the same terms and conditions.

2.14 Performance Security

A	<p>Performance Bank Guarantee (PBG) of 3% of Contract Value (as defined in Section 2.1) in respect of NICL/IT/RFP/06/2026/KYC in the form of BG valid for 3 years from the scheduled last date of delivery should be submitted by the successful Bidder in favor of 'NICL' along with the signed Contract within 30 working days of issue of Purchase/Work Order to Head Office of 'NICL'.</p> <p>Failure to submit the PBG within the period may result in the cancellation of the Purchase/Work Order and forfeiture of the EMD.</p>
B	<p>In case of violation of any of the conditions during the Contract Period in respect of the Contract under NICL/IT/RFP/06/2026/KYC, the Performance Bank Guarantee as aforesaid may be invoked by 'NICL'.</p>

2.15 Cancellation Clause

If the Goods/Solution is not delivered within the scheduled time period as mentioned in Purchase/Work Order, National Insurance Company Limited reserves the right to invoke the PBG furnished by the Bidder favoring 'NICL' and cancel the contract thereafter.

2.16 Delay in Performance

A	<p>Delivery of the goods and performance of the services shall be made by the Bidder in accordance with the time schedule mentioned in the Purchase/Work Order.</p>
B	<p>Any delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable for imposition of liquidated damages, and/or termination of the Contract for default, besides encashment of the PBG.</p>
C	<p>If at any time during the performance of the Contract, the Bidder should encounter the conditions impeding the timely performance of the services, the Bidder shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Purchaser shall evaluate</p>

	the situation and may at its discretion extend the Bidder's time for performance in which case the extension shall be recorded by the parties.
D	Any delay by the Bidder in the performance of its service obligations, other than the delay which occurs due to reasons beyond the Bidder's control, shall render the Bidder liable for termination of the contracts for default. Any incidental taxes and levies on account of delay in performance caused by Bidder shall be on the Bidder's account.

2.17 Liquidated Damages

	<p>a. If the Bidder fails to deliver and perform any or all the services within the stipulated time schedule as specified in this RFP/ Contract, NICL may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the amount payable, as liquidated damages. The Penalty and Liquidated Damages as mentioned in this RFP shall be independent to each other and will be levied separately or jointly as the case may be as per discretion of NICL.</p> <p>b. Non-compliance of the SLA, penalty would be as defined in SLA. The overall penalty cap would be 10% of the Contract Value (as defined in Section 2.1) of the NICL/IT/RFP/06/2026/KYC. After the cap is reached, NICL may cancel the contract.</p> <p>c. Once this amount reaches 10% of the Contract Value, NICL may cancel the contract, and encash the PBG. Encash of the Performance Bank Guarantee shall not endanger any provisions of warranty/AMC written or otherwise expressed and the concerned warranty/AMC will remain in full force. Once the maximum deduction is reached, NICL may consider termination of the Contract.</p> <p>d. The aggregate of all penalties and liquidated damages under this Contract shall not exceed 10% of the Contract Value.</p> <p>e. In case Services are not fully completed within the stipulated period, Liquidated Damage condition shall be invoked if such delay is not attributable to "Force Majeure". NICL reserves the right to extend the Time Period, where the delay is due to NICL responsibility.</p>
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2.18 Application of LD

In the event the Purchaser terminated the Contract in whole or in part, the Purchaser shall:	
A	Encash the PBG/not refund the performance security amount.
B	Deduct Liquidated damages as specified in respective Clause/s

2.19 Termination on Insolvency

The agreement can be terminated by giving written notice to the Bidder, without compensation to them if:

A	The Bidder becomes bankrupt or is otherwise declared insolvent;
B	The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.
C	Purchaser shall however pay the Bidder for all products and services provided up to the effective date of termination.

2.20 Termination for Default

NICL may, without prejudice to any other remedy for Breach of the Contract, by written notice of 90 days of default to the Bidder, terminate the Contract in whole or in part;

A	If the Bidder fails to render services within the time period(s) specified in the Contract or any extension period thereof granted by NICL, or
B	If the Bidder fails to perform any other obligations under the Contract
C	In addition, NICL may terminate the Contract under the following circumstances: <ul style="list-style-type: none"> any data breach, unauthorized access, or compromise of NICL or customer data attributable to the Bidder; failure to comply with applicable regulatory requirements or to implement regulatory changes within prescribed timelines; any change in ownership, control, or management of the Bidder adversely affecting contract performance; repeated or material failure to meet agreed Service Levels or performance obligations; insolvency, liquidation, or cessation of business by the Bidder; failure to remedy any material breach within the notice period specified by NICL;

	<ul style="list-style-type: none"> any act or omission compromising the security, integrity, or reputation of NICL.
D	<p>Upon termination:</p> <ul style="list-style-type: none"> the Bidder shall cooperate for smooth transition as per Exit Management provisions; NICL shall have the right to recover all losses, damages, and additional costs incurred; the Bidder shall return and securely delete all NICL data.
E	All payments due to the Bidder till the effective date of termination will be made by NICL within 60 days of such written notice of termination, subject to applicable penalties

2.21 Termination for Convenience

A	The Purchaser may by written notice of minimum 30 days sent to the Bidder terminate the Contract, in whole or in part, any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date on which such termination becomes effective.
B	The Purchaser may purchase the ordered goods/services that are complete and ready for use after the Bidder's receipt of notice of termination at the Contract terms and prices. For the remaining goods and services, the Purchaser may elect:
B.1	To have any portion completed and delivered at the contract terms and prices; and/or
B.2	To cancel the remainder and pay to the Bidder an agreed amount for partially completed goods and services.
B.3	All payments due to the Bidder till the effective date of termination will be made by NICL within 60 days of such written notice for termination.

2.22 Taxes (Income/Corporate)

A	The Bidder shall be liable to pay all the Corporate Taxes, and the Income Tax, that shall be levied according to the laws and regulations applicable from time to time in India.
B	Wherever the laws and regulations require deduction of such taxes at the source of payments, the Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts as deducted and issuance of Certificate for such

	deductions shall be made by the Purchaser as per the regulations in force. Nothing in the Contract shall relieve the Bidder from their responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of the Contract.
C	The relevant deduction certificate shall be provided to the Bidder within 90 days of deduction at source.

2.23 Duties & Taxes

A	Bidder will be entirely responsible for making the payments in respect of all taxes, stamp duties, fees, etc. in connection with delivery of service at site/s including taxes and levies to be charged in connection with incidental services etc. For procurement of way-bills, if any, necessary arrangements shall be made by the Bidder. Service Taxes will be payable as per rules prevalent at the time of submission of bid response.
B	However, Only Octroi and Entry tax, if any; payable at the place of delivery will be reimbursed by NICL subject to production of original receipt.

2.24 Clarification of Bids

A	To assist in the examination, evaluation and comparison of bids the Purchaser may, at their discretion, ask the Bidder for clarification of the bid.
B	Bidders should send their queries, if any, through email to parthap.mitra@nic.co.in , sunmeet.singh@nic.co.in , on or before the stipulated date and time. Bidders should submit the queries only in the format given in the RFP and in xlsx format. Queries which are not in the format specified in the format under Annexure 10 – Pre-Bid Query Format will be ignored. Bids are liable for disqualification in case of deviation. No query / suggestions will be entertained after the opening of the Commercial offer.
C	Clarifications will be published in NICL's Corporate Website https://nationalinsurance.nic.co.in as well as Central Public Procurement Portal, https://eprocure.gov.in/cppp/ and GeM portal: https://gem.gov.in/ No other modes of communication will be used. Intending Bidders should check the website frequently to get updates on any such changes. NICL reserves the right to cancel the RFP at any time without incurring any penalty or financial obligation to any Bidder or potential Bidder.

2.25 Contract Execution

The successful Bidder will have to enter into a contract with National Insurance Company Ltd. within 30 working days of issue of Purchase/Work Order in respect of NICL/IT/RFP/06/2026/KYC. The format of the Contract is attached in the respective **Section - GT&C - Format of Contract between successful Bidder and National Insurance Company Limited (NICL)**. Failure to enter into Contract may result in cancellation of the Purchase/Work Order/s and forfeiture of EMD/PBG.

2.26 Contract Amendment

No variation in the satisfaction of the terms of the Contract shall be made except by the written amendment agreed and signed by the parties.

A	If the Bidder fails to render services within the time period(s) specified in the Contract or any extension period thereof granted by the Purchaser, or
B	If the Bidder fails to perform any other obligations under the Contract

2.27 Limitation of Liability

Bidder'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 (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Bidder's negligence. Bidder shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third-party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Bidder is legally liable. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of Purchase/Work Orders placed by NICL on the Bidder under this project.

2.28 Governing Language

The bid prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be in any another

language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.29 Applicable Law

This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws applicable in India including applicable export and import laws. The courts at Kolkata shall have the exclusive jurisdiction to entertain any dispute or proceeding arising out of or in relation to this Agreement.

2.30 Notices

Any notice by one party to the other pursuant to the Contract shall be sent in written format by email and confirmed in writing to the address specified for that purpose in the Contract.

2.31 Indemnity

A Intellectual Property Rights (IPR) Indemnity

The Bidder shall, at its own expense, defend, indemnify, and hold harmless NICL, its officers, employees, and representatives from and against all third-party claims, losses, damages, liabilities, costs, and expenses (including legal fees) arising out of or in connection with any infringement or alleged infringement of any patent, trademark, design, copyright, or other intellectual property rights arising from the use of the products, software, APIs, platforms, or any part thereof supplied by the Bidder under this RFP.

The Bidder shall provide infringement remedies and indemnities for third-party products, on a pass-through basis; however, the overall responsibility for resolution of such claims shall remain with the Bidder.

The Bidder shall expeditiously defend and extinguish any such claims and shall have full rights to conduct the defense thereof. NICL shall provide reasonable assistance to

	<p>the Bidder in defending such claims and shall not admit liability or settle any such claim without prior written consent of the Bidder.</p> <p>If NICL is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible for payment of such compensation along with all costs, damages, attorney's fees, and other expenses as may be awarded by a court or included in a settlement approved by the Bidder. The Bidder shall also reimburse all incidental costs incurred by NICL in this regard.</p>
B	<p>Replacement / Remedy Obligations</p> <p>In the event that the solution or any part thereof is held, or is likely to be held, to constitute an infringement of any third-party intellectual property rights, the Bidder shall, at its own cost and expense, promptly take one or more of the following actions:</p> <ol style="list-style-type: none"> 1. Procure for NICL the right to continue using the affected solution or component without interruption; or 2. Replace the infringing component with a non-infringing equivalent solution of equal or better functionality and performance, without any additional cost to NICL; or 3. Modify the solution to make it non-infringing while ensuring that the functionality, performance, and regulatory compliance requirements are not adversely affected.
C	<p>Failure to Remedy (Refund & Termination Rights)</p> <p>If the Bidder is unable to implement any of the above remedies within a reasonable time as specified by NICL, NICL shall have the right to:</p> <ul style="list-style-type: none"> • Terminate the contract, in whole or in part, without any liability; and • Recover from the Bidder all amounts paid under the contract for the affected solution or component; and • Recover any additional costs incurred by NICL in procuring an alternate solution; and • Claim damages, including consequential losses, arising out of such infringement.

D	<p>Recovery Rights</p> <p>In the event of the Bidder not fulfilling its obligations under this clause within the period specified in the notice issued by NICL, NICL shall have the right to recover the amounts due under this provision from any amount payable to the Bidder under this project.</p>
E	<p>Continuity and Survival</p> <p>The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement and shall survive termination or expiry of the contract.</p>
F	<p>Indemnification Process</p> <p>In the event of any claim under this clause:</p> <ul style="list-style-type: none"> • NICL shall promptly notify the Bidder of such claim or proceeding; • The Bidder shall take full responsibility for defending, managing, and resolving the claim at its own cost; • NICL shall provide reasonable assistance; however, NICL shall not admit liability or settle any claim without prior consent of the Bidder; • All costs, damages, compensation, and legal expenses arising from such claims shall be borne solely by the Bidder; • The Bidder shall take immediate action and resolve or mitigate the claim within timelines specified by NICL or the competent authority; • In case of delay or failure by the Bidder, NICL shall have the right to take appropriate action and recover all associated costs from the Bidder.

2.32 Right of Selection

NICL reserves the right to place Order for the entire, less or more quantity of the products and/or services to be procured through the RFP. NICL also reserves the right to place orders for only selected products and/or services as specified in NICL/IT/RFP/06/2026/KYC.

2.33 Assignment

The Bidder shall not assign in whole or in part, the obligations to perform under the contract in respect of NICL/IT/RFP/06/2026/KYC, except with Purchaser's prior written consent.

NICL may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. NICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract.

Such right shall be without prejudice to the rights and remedies, which NICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to NICL at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

2.34 Subcontracting

(i) The Bidder may engage subcontractors / partners for execution of specific components of the scope of work, where required. However, consortium bidding is not permitted.

(ii) The Bidder shall be the sole and single point of contact for NICL and shall remain fully responsible and accountable for the entire scope of work, including all deliverables, integrations, operations, compliance requirements, and SLA obligations, irrespective of any subcontracting arrangement.

(iii) Subcontracting shall be permitted where the Bidder is not the OEM / OSD or requires partner support, subject to the condition that:

- Details of such subcontractors / partners shall be disclosed in the bid
- Relevant OEM/OSD authorization / agreements shall be submitted
- Prior written approval of NICL is desirable before engaging any subcontractor

(iv) The Bidder shall ensure that all subcontractors / partners comply with all applicable terms and conditions of this RFP, including but not limited to:

- Data security and confidentiality requirements
- Regulatory compliance (UIDAI, CKYC, IRDAI, DPDP, etc.)
- SLA and performance obligations

(v) No subcontracting shall dilute the Bidder's responsibility. Any failure, deficiency, or breach by subcontractors shall be deemed as a failure of the Bidder.

(vi) The Bidder shall ensure that no subcontractor is blacklisted / debarred by any Government / PSU / regulatory authority.

(vii) NICL reserves the right to review and approve or reject any proposed subcontracting arrangement based on technical, security, and compliance considerations.

(viii) The Bidder shall not assign or transfer the contract, in whole or in part, to any third party without prior written consent of NICL.

(ix) All payments shall be made by NICL only to the Bidder. No direct payment shall be made to any subcontractor.

2.34A Minimum Eligibility Criteria for OEM / OSD / Subcontractors

(i) Where the Bidder proposes to engage any OEM / OSD / subcontractor for delivery of any component of the solution (including KYC, VKYC, ADV, or related services), the Bidder shall ensure that such entity meets the following minimum criteria:

(a) The entity shall be a legally registered entity in India

(b) The entity shall have relevant experience in providing the proposed solution / component

(c) The entity shall have at least one (1) live implementation of the offered solution in BFSI / financial services domain in India.

(d) The entity shall not be blacklisted / debarred by any Central/State Government / PSU / regulatory authority

(e) The entity shall comply with applicable regulatory and security requirements, including

UIDAI, CKYC, IRDAI, DPDP, and related guidelines

(ii) The Bidder shall submit details of all such OEM / OSD / subcontractors proposed to be engaged, including:

- Name and legal status
- Scope of work / component being provided
- Relevant experience credentials
- Authorization / agreement with the Bidder

(iii) NICL reserves the right to evaluate the suitability of the proposed OEM / OSD / subcontractor and may accept or reject the same based on technical capability, experience, and compliance considerations.

(iv) Engagement of any OEM / OSD / subcontractor shall not relieve the Bidder of its obligations. The Bidder shall remain fully responsible for performance, SLA compliance, data security, and regulatory adherence.

(v) Replacement or change of OEM / OSD / subcontractor during the contract period shall require prior written approval of NICL.

(vi) Component-wise Regulatory Compliance Requirement:

The Bidder shall ensure that each OEM / OSD / subcontractor engaged for specific components complies fully with the applicable regulatory and technical guidelines governing that component, including but not limited to:

(a) Video KYC (V-CIP):

Compliance with IRDAI, RBI, and applicable regulatory guidelines

(b) Aadhaar Data Vault (ADV):

Compliance with UIDAI guidelines including encryption, tokenization, masking, and secure key management

(c) Digital KYC / CKYC / eKYC:

Compliance with CKYCR (CERSAI), UIDAI, IRDAI, RBI, and applicable regulatory standards

The Bidder shall ensure continuous compliance with updated regulatory requirements throughout the contract period without additional cost to NICL.

2.35 Force Majeure

A	Notwithstanding the provisions contained herein the Bidder shall not be liable for liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
B	For the purpose of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser, in the contractual capacity, wars or revolution, fires, floods, epidemic, quarantine restrictions and freight embargoes.
C	If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing the Bidder shall continue to perform their obligations under the Contract as far as reasonably practicable, and shall adopt all reasonable alternative means for performance not prevented by Force Majeure clause.
D	In case of any delay in performance of the scope of work, due to Force Majeure event, the timeline for such work shall automatically get extended for such period, affected due to Force Majeure event.

2.36 Exit Management

Exit Management shall involve the complete handover of the project to the team identified by NICL, which would take care of the project operations after the tenure of the Bidder ends after 3 years or, in case of termination of contract. Exit Management Plan has to be submitted by the Bidder and approved by the concerned stakeholders. Exit procedure needs to be carried out as per NICL approved Exit Management Plan.

Exit Management Plan would include transfer of Intellectual property (where applicable), transfer of assets including information assets, knowledge transfer (As-Built, HLD, LLD documents etc.), and smooth transition to the new team selected by NICL.

The Bidder shall provide an exit management plan ("Exit Management Plan/Exit Plan") which shall deal with at least the mentioned aspects of exit management in relation to the Contract as a whole and in relation to the Project, and the SLA, within 180 days (six months) of signing of Contract.

Any extension required because of the exit management process, will be as per the commercials of the original Purchase/Work Order.

Bidders must ensure seamless migration of Aadhaar reference keys and vaulted data to NICL's new environment at no extra cost upon expiry or termination, as specified in Section 3.2.17 (ADV Exit & Key Transfer). The entire storage data generated or processed during the contract period, including but not limited to KYC records, audit logs, video recordings, transaction data, metadata, and Aadhaar reference keys, shall be transferred to NICL in a usable, industry-standard format without any additional cost.

2.37 Obligations

The entire responsibility of the Delivery, Integration, Support, Maintenance, Manpower and all related activities in respect of NICL/IT/RFP/06/2026/KYC lies with the Bidder on whom the Purchase/Work Order is placed and with whom the Contract is signed. The Bidder would be responsible and bear the additional cost (if any), incurred by the Purchaser on account of the above-mentioned obligations.

2.38 Compliance

A Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NICL about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP, Document - NICL/IT/RFP/06/2026/KYC and shall indemnify, keep indemnified, hold harmless, defend and protect NICL and its employees/officers/staff/personnel/representatives /agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Bidder agrees to abide by the DPDP Act 2023. The solution must include dedicated "Consent Management" and "Right to Erasure" modules with immutable audit trails for 10 years.

B	<p>Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NICL and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NICL will give notice of any such claim or demand of liability within reasonable time to the Bidder. This indemnification is only a remedy for NICL. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by NICL arising out of claims made by its customers and/or regulatory authorities. The Bidder shall comply with all the terms and conditions given in this RFP Document - NICL/IT/RFP/06/2026/KYC.</p>
C	<p>The Bidder shall ensure that all services, integrations, regulatory requirements, version upgrades, enhancements, and operational dependencies required for successful execution of the scope are included within the Contract.</p> <p>Any updates, upgrades, changes, or enhancements (including but not limited to APIs, CKYC versions, regulatory mandates, and system integrations) arising during the contract period shall be implemented by the Bidder without any additional cost to NICL.</p> <p>No claim for additional cost shall be entertained on account of version changes, regulatory updates, or technology upgrades during the contract tenure.</p>

2.39 Acceptance of Terms

The Bidder will, by responding to NICL/IT/RFP/06/2026/KYC ,be deemed to have accepted the terms of the NICL/IT/RFP/06/2026/KYC and the RFP Document.

2.40 No Legal Relationship

No binding legal relationship will exist between any of the Bidders and NICL, until execution of the Contract.

2.41 Personnel

Bidder shall, at all times, be solely responsible for the acts/omissions of its employees, agents, and representatives, deputed by the Bidder to provide Services under this Agreement and/or any Scope of Work (collectively referred to as "Personnel" or "Resources". Bidder shall ensure that Personnel who visit or are deputed at the office/location of the Bidder or office/location provided by NICL to provide the Services:

- a. are at all times at their best behavior and adhere to the policies and procedures of NICL and the relevant authority;
- b. should at all times carry on his/her person, a valid identity card, which shall be issued by the Bidder; and
- c. should conduct themselves in the most orderly manner, maintain perfect discipline and shall not in any manner cause any interference, annoyance, nuisance, obstruction or any difficulty to the Purchaser or its employees at the office/location of NICL or elsewhere.
- d. Bidder hereby agrees that in case NICL and/or any authority raise any objection to any Personnel; then the Bidder shall immediately remove such Personnel from the office/location of NICL, as the case may be, and replace such Personnel by other Personnel suitable to NICL. Similarly, in case any Personnel is unavailable to perform the Services, for any reason whatsoever, the Bidder shall forthwith or in any event provide a replacement with the required qualifications within timelines mutually agreed upon between the Parties, in writing, on a case to case basis. In both cases, the Bidder shall ensure that NICL does not face any disruption or stoppage of work due to unavailability of any replacement.
- e. Bidder shall ensure that Personnel do not indulge in unlawful activities, including but not limited to theft and/or any unauthorized use of any property or information or data of NICL and/or any third party and shall not tamper with such information/data. In case of any loss/damage caused to NICL, due to any unlawful activity of the Bidder and/or its Personnel; then without prejudice to any rights and remedies available to NICL, under this Agreement and/or any applicable law, the Bidder shall be liable to make good such loss/damage to NICL.

- f. Bidder shall, at all times, be solely liable and responsible for the safety of its Personnel and NICL shall have no liability or responsibility towards the same.
- g. Bidder agrees that Personnel shall be subject to and shall at all times conform to NICL's and the relevant authority's requirements and policies, in order to protect the office(s)/location(s), services etc. Any violations and disregard to these requirements shall be a cause of denial of access to such Personnel into NICL office/location, even for providing the Services. Bidder shall ensure that its Personnel exercises due care and diligence to prevent any injury to person or damage to the property while on NICL's office/location and it shall be fully responsible and liable to NICL for any damages caused by its Personnel. Bidder shall ensure that the facilities, if any, provided by NICL for use by the Personnel are utilized with an appropriate degree of care and attention.
- h. Bidder shall, whenever NICL instructs so in writing, promptly, without demur or protest, handover and return any material, documents and systems that NICL may have provided to it. NICL shall not be required to assign any reason for any such instructions. In the event the said materials are found to be damaged, the Bidder shall make good the loss so suffered by NICL due to the damage caused to the materials/systems.
- i. Bidder shall at all times carry and provide for adequate and sufficient insurance cover against all legal liability for loss or damage to material property or bodily injury or death to the Personnel arising out of or in consequence of performance of its obligations under this Agreement and against all actions, claims, demands, costs and expenses in relation thereto.
- j. Bidders shall ensure that only those Personnel are deployed to provide Services who have cleared the background checks, especially in cases where such Personnel are required to be deployed at the NICL premises /locations. Further, the Bidder hereby expressly undertakes that the Bidder shall be solely liable, accountable and responsible for:
- making good any loss or damage that NICL may suffer on account of or in relation with any act or omission of the Bidder and/or its Personnel; and/or
 - Any action/sanction/penalty imposed by any relevant authority on NICL for any reason attributable to the Bidder and/or its Personnel.
- k. All key personnel including L2 and L3 resources shall be exclusively assigned to NICL and shall not be deployed in shared capacity.

2.42 Information Security Compliance

Prior to Bidder deploying any of its Personnel or engaging any person to perform Services for NICL; the Bidder shall, at a minimum, with respect to each such Personnel comply with NICL's Information security policy/ies (ISP/s), as may be amended from time to time. Bidder hereby acknowledges that it has received a copy of the current ISP/s simultaneously with the execution of the Agreement. Bidder shall not assign any Personnel to perform the Services under this Agreement who does not comply with the provisions of the ISP/s. NICL shall have the right to audit Bidder's books and records/facilities / location / places prepared or kept in connection with the Services at all reasonable times and places to ensure compliance with the ISP/s, to the extent applicable.

2.43 Risk & Title

The Risk, Title, Ownership of the products matching the Technical Specifications and delivered by the Bidder following issuance of Purchase/Work Order, shall be transferred to NICL upon delivery and receipt by authorized official of NICL. Bidder should ensure that such Receipt is signed, stamped and dated, at respective location of delivery.

The components should be assignable / transferable to any successor entity of NICL.

NICL reserves the right to use the licenses supplied by the Bidder for any internal use of NICL or its affiliates, or subsidiaries at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.

Further the Bidder also agrees that such use will not infringe or violate any license or other requirements

2.44 Principal to Principal Liability

The employees engaged by the Bidder shall be deemed to be the employees of Bidder only, and the NICL shall not be connected with the employment or the terms and conditions thereof in any way. The Bidder alone would comply with the statutory

obligations and Labour Regulations/ Rules in this regard. None of the terms of this Agreement shall be deemed to constitute a partnership or joint venture or employer-employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor is there any master-servant relationship between the parties. The relationship is on a principal-to-principal basis.

The Bidder shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labor law, including but not limited to, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, Code on Wages, 2019 as and when is notified by Government, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labor legislations as applicable, remain payable with respect to his personnel/employees. The Bidder shall have no claims whatsoever against the NICL with respect to payment of statutory dues/contributions to its personnel/employees under applicable labor legislations/rules/regulations.

2.45 Security Compliance

Compliance to Security: The Bidder must ensure the security of the application and the data throughout the project lifecycle. The System should be compliant with the latest IT Act and Security Guidelines issued by Govt. Agencies. The outcome of this task must include, but not limited to, the following information on:

- Approach to establishing and maintaining security responsibility and accountability
- Granting or restricting access to all the application and data, auditing security events, auditing security configurations and changes, generating security reports, and monitoring the application for vulnerabilities and intrusions.
- Managing user creation, assignment of new User ID (User Identification)/password, role assignments, and activity monitoring.
- Closure of VAPT gaps as well as vulnerabilities as and when notified by OEM, CERT's and other information security advisories as shared by NICL SOC Team
- Compliance, including the approach to maintaining compliance with law, standards, best practices and NICL's enterprise security requirements:

(1) Compliance with NICL requirements / Regulatory Compliance The Bidder will ensure that its Personnel comply with:

- All relevant security and other requirements specified in NICL's Information Security Policy
- Any other security related incidents /procedures or requirements notified, in writing, by NICL to the Bidder. The Bidder must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.
- Any regulatory guidelines about Information/Cyber security issued by the Regulator, other agencies of the Government of India.
- **Right to Audit:** The Bidder may be subject to annual audit by internal/ external Auditors appointed by the NICL / IRDAI or any regulatory authority.

Note: Prior to the Bidder deploying any of its Personnel or engaging any person to perform Services for NICL; the Bidder shall, at a minimum, with respect to each such Personnel comply with NICL's Information security policy/ies (ISP/s), as may be amended from time to time. The Bidder hereby acknowledges that it has received a copy of the current ISP/s simultaneously with the execution of this Agreement. The Bidder shall not assign any Personnel to perform the Services under this Agreement who does not comply with the provisions of the ISP/s. NICL shall have the right to audit the Bidder's books and records/facilities / location / places prepared or kept in connection with the Services at all reasonable times and places to ensure compliance with the ISP/s, to the extent applicable.

Explanatory: The Right to Audit is to the extent applicable is in respect of the Bidder's books and records/facilities / location / places prepared or kept in connection with the Services (offered under Scope of this RFP) at all reasonable times and places to ensure compliance with the ISP/s.

2.46 Confidentiality & NDA

Bidder and the Purchaser shall each, when acting in the capacity of a Receiving Party:

- a. Keep confidential, all Confidential Information disclosed by the Disclosing Party, during the Term of this Agreement and perpetually thereafter following the termination of this Agreement;
- b. Use the Confidential Information disclosed by the Disclosing Party solely in connection with performing its obligations or exercising its rights and not otherwise for its own benefit or the benefit of any third party; and

c. Not disclose the Confidential Information disclosed by the Disclosing Party to any person, other than a director, officer, employee or professional advisor of a Party, Bidder Group Company, or Purchaser Group Company to any authority, statutory or otherwise to whom disclosure of Confidential Information is not necessary for performance of obligations or exercise of rights in connection with this Agreement.

Receiving Party shall ensure that each person to whom it discloses Confidential Information complies with confidentiality provisions no less onerous than those contained in this section, and will remain liable for any disclosure of Confidential Information by each such person as it makes such disclosure.

Receiving Party shall, on the Disclosing Party's request, destroy, erase or deliver to the Disclosing Party all of the Disclosing Party's Confidential Information, save where the retention of such Confidential Information is necessary to comply with Applicable Law or otherwise for the other Party to exercise its rights or receive benefits due under this Agreement.

Bidder and the Purchaser both agree that the provisions shall not apply to any information which the Receiving Party can prove:

- (i) Is or becomes public knowledge other than by breach of this section;
- (ii) Was in the possession of Receiving Party without restriction in relation to disclosure before the date of receipt from Disclosing Party;
- (iii) Is received from a third party who lawfully acquired it and who was under no obligation restricting its disclosure; or
- (iv) Was independently developed, without access to any Confidential Information disclosed by the Disclosing Party.

Bidder and the Purchaser both agree that these provisions shall not apply so as to prevent disclosure of Confidential Information by the Receiving Party to the extent that such disclosure is required to be made by any authority of competent jurisdiction or by any Applicable Law, provided that the Receiving Party:

(i) Gives the Disclosing Party reasonable formal written notice (provided that this is not in contravention of Applicable Law), prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order; and

(ii) Uses reasonable endeavors to obtain prior to the disclosures, written assurance from the applicable entity that it will keep the Confidential Information confidential.

Note:

1. The Bidder shall not publish or disclose in any manner, without NICL's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any NICL location.
2. The Bidder should take appropriate technical and managerial control to ensure the privacy of NICL Customer data
3. The Bidder should submit the signed Confidentiality/NDA format as per **Annexure 9 –Confidentiality/Nondisclosure Agreement.**
4. If Indian government demand is received for any data, the process mentioned below has to be followed:
 - Disclosure of data of any kind on legal/statutory compulsion should be done only after obtaining concurrence from NICL.
 - Resist illicit demands that are invalid which are not permitted by the Indian Government or Indian IT Law or any other Indian Regulatory Authorities.
 - Any publicity by the Bidder in which the name of NICL is to be used should be done only with the explicit written permission of NICL.

2.47 Arbitration

If any dispute or difference shall arise, such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the appointment shall be made upon request by a party, by the Chief Justice of the High Court at Calcutta, or any person or institution designated by him in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended or re-enacted from time to time. It shall be a condition precedent to any right of action or suit upon the Contract that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained. The seat of such arbitration shall be at Kolkata.

2.48 Outsourcing Agreement

The contract between Bidder and National Insurance Company Limited (NICL/Purchaser), inter alia, shall be deemed to be included the following conditions listed below:-

1. **Contingency Planning:** The Bidder is responsible for contingency planning of the outsourcing service to provide business continuity for the outsourced arrangements that are material in nature.
2. **Express Clause:** The contract shall neither prevent nor impede the company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder.
3. **Handing over of the Data, Assets etc.:** In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder.
4. **Inspection and Audit by the company:** The Company may conduct periodic inspection or audit on the Bidder either by internal auditors or by Chartered Accountant firms appointed by the Company to examine the compliance of the outsourcing agreement while carrying out the activities outsourced.
5. **Legal and Regulatory Obligations:** The Bidder shall ensure that the outsourcing contract/ arrangements do not:-
 - Diminish the Company's ability to fulfill their obligations to Policyholders and the IRDAI.
 - Impede effective supervision by the IRDAI.
 - Result in Company's internal control, business conduct or reputation being compromised or weakened.
6. **Applicability of the laws/regulations:** The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing Bidder external to the group or the one who has been given sub-contract. The Outsourcing Agreement shall not diminish the obligations of the Company and its Board and Senior Management to comply with the relevant law/s and regulations. The Bidder engaged by the company is subject to the provisions of the Insurance Act 1938, IRDA Act 1999, rules and regulations and any other order issued thereunder.

In case, the Bidder operates from outside India, it shall ensure that the terms of the agreement are in compliance with respective local regulations governing the Bidder and laws of the country concerned and such laws and regulations do not impede the regulatory access and oversight by the Authority.

2.49 Contract Format

FORMAT FOR CONTRACT BETWEEN BIDDER AND NATIONAL INSURANCE COMPANY LIMITED (NICL)

THIS Memorandum of Understanding/Agreement is made on this _____ day of _____, 20__ BETWEEN M/s. _____ and carrying on business at _____ (hereinafter referred to as "BIDDER" and shall include its heirs, successors or permitted assigns) of the First Part and NATIONAL INSURANCE COMPANY LIMITED, a Company registered under the Companies Act, 1956 having its registered Head Office at Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156 (hereinafter referred to as "PURCHASER" and shall include its heirs, successors or permitted assigns) of the Second Part.

WHEREAS the Bidder is in the business of a) online KYC services, AND WHEREAS the Purchaser intends to Procure b) comprehensive online KYC services and has explained to the Bidder the purposes and uses for which the procurement is being made.

AND WHEREAS the Bidder has assured that the Solution in respect of "b" as mentioned above which they would supply would be fit for the purposes of the Purchaser and has been agreed to relieve the "PURCHASER" from the Principle of "CAVEAT EMPTOR" being the Purchaser is a mere consumer hereby it is better to rely on Bidder as to the fulfillment of the purpose/s of the purchase/procurement and/or installation and maintenance.

AND WHEREAS the Purchaser invited bids from Bidders for submitting bids for supply of all the mentioned in the Purchaser's Invitation in the RFP Document and in RFP No. NICL/IT/RFP/06/2026/KYC, containing broad terms and conditions, for the supply, installation, commissioning, maintenance etc. as detailed in the RFP document.

AND WHEREAS the Bidder submitted a bid and bids were submitted by some other Bidders.

AND WHEREAS out of the several bids when opened the Purchaser found the price quoted by the Bidder for NICL/IT/RFP/06/2026/KYC to be eligible to be awarded the contract.

AND WHEREAS the Purchaser would place orders on the Bidder for the purchase as mentioned in the RFP Document, RFP No. NICL/IT/RFP/06/2026/KYC and in the bid/offer Papers on the terms, conditions and specifications mentioned therein and in the Purchase/Work Order issued on _____ 20__.

AND WHEREAS the parties herein intend to set out the terms and conditions for such purchase and maintenance and matters connected therewith and to define the mutual rights and obligations of the parties herein.

NOW THESE PRESENTS WITNESSETH and the parties herein agree as follows:

1. Scope:

The RFP Document, RFP No. NICL/IT/RFP/06/2026/KYC, along with Corrigendum and Addendums and the bid/offer documents will form part of and shall be deemed to have been incorporated in these presents but in case of any conflict between any term in the said documents and in these presents the term of these presents will have overriding effect and the said documents have to be read and will have effect subject to these presents.

2. Resolution of Disputes: Section - GT&C - Arbitration Clause:

i) **Prevention of Corruption:** Each Party shall comply with all Applicable Laws relating to bribery and corruption and shall not do, or omit to do, any act that will cause the other Party to be in breach of any such Applicable Law, and in doing so: (i) shall not give or receive any bribes, including in relation to any public official; and (ii) shall maintain an effective anti-bribery compliance regime, that monitors compliance and detects violations.

ii) **Notices:** For the purpose of all notices, the address of the Bidder and the Purchaser shall be those given in the beginning of these presents.

As the Purchaser's Registered Head Office is situated within the Jurisdiction of the High Court at Calcutta all disputes and differences are subject to the Jurisdiction of The Calcutta High Court.

3. Compliance with Terms and Conditions: The Bidder will comply with all the Terms and Conditions given in this RFP Document, RFP No. NICL/IT/RFP/06/2026/KYC and the corrigenda, addenda, etc. in respect of the same and in line with their bid(s) and Offer. The Service Level Agreement and the Purchase/Work Order shall be deemed to form and be read and construed as part of this Contract.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED FOR _____

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

In presence of Shri/Smt. _____

SIGNED SEALED AND DELIVERED FOR 'NICL'

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

In presence of Shri/Smt. _____

2.50 Integrity Pact Format

IEM Details: <https://nationalinsurance.nic.co.in/en/independent-external-monitors-iems>

On non-judicial stamp paper

INTEGRITY PACT

Between

National Insurance Company Limited (NICL) hereinafter referred to as **"The Principal"**

And

_____ hereinafter referred to as **"The Bidder/ Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, the contract for the **Comprehensive online KYC services**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidders and/or Contractors.

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender 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 Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offense under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder/ Contractor

1. The Bidder/ Contractor commit themselves to take all measures necessary to prevent corruption. The Bidder/ Contractor commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder/ Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder/ Contractor will not commit any offense under the relevant IPC/PC Act, further the Bidder/ Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder/ Contractor of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder/ Contractor will, when presenting their bid, disclose any and all payments made, committed to or intended to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder/Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder/ Contractor will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder/Contractor, before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes an incorrect statement on the subject, he can be disqualified from the tender process.

Section 6 -Equal treatment of all Bidders / Contractors / Subcontractors

1. In case of Subcontracting (only, if allowed in writing by the Principal, refer **Section – 2.36**), the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process, all Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder/Contractor / Subcontractor

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instruction by the representatives of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidder/ Contractor as confidential. He/ she reports to the Chairman Cum Managing Director, NICTL.
3. The Bidder/Contractor, accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman Cum Managing Director, NICTL and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman Cum Managing Director, NICTL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the Chairman Cum Managing Director, NICL, a substantiated suspicion of an offense under relevant IPC PC Act, and the Chairman Cum Managing Director, NICL has not within the reasonable time taken visible action to proceed against such offense or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word '**Monitor**' would include both singular and plural.
The Principal has appointed the following independent external monitors for this project.

1. Shri S Srinivasan

Address: Flat No. 0-5-107, Block No. 5, V-Floor, Kendriya Vihar, B.B. Road, Bangalore-Bellary Road), Yelahanka, Bangalore-560064, Karnataka

e-mail id: s.srinivasan1980@gmail.com

2. Shri Animesh Chauhan

Address: Flat No. 948, G Block, 6th Avenue, Gaur City 1, Sector 4, Greater Noida (West), Uttar Pradesh - 201009

e-mail id: animeshchau@gmail.com

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Cum Managing Director of NICL.

Section 10- Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is Registered Office of the Principal, i.e. Kolkata.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original locations.

4. Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

_____ (For and on behalf of the Principal) _____ (For and on behalf of the Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place: _____

Place: _____

Date: _____

Date: _____

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

Witness 2:

Witness 2:

(Name & Address)

(Name & Address)

2.51 Conflict of Interest Declaration

Sample Format of absence of Conflict of Interest to be submitted by Bidder in their Official Letterhead

To

NATIONAL INSURANCE COMPANY LIMITED

Head Office, Premises No.18-0374, Plot No. CBD-81,

New Town,

नेशनल इन्श्योरेन्स कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६

National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN: U10200WB1906G0I001713 | Classification: Restricted/Confidential/Internal/Public

Kolkata-700156

Dear Sir,

Sub.: RFP NICL/IT/RFP/06/2026/KYC

Re: Declaration regarding Conflict of Interest (COI) in Public Procurement

We, hereby declare that the participation by our bidding firm or any of our affiliates that are neither involved in the consultancy contract to which this procurement is linked; nor we are part of more than one bid in the procurement; nor our bidding firm or our organization personnel have relationships or financial or business transactions with any official of Procuring Entity i.e. M/s National Insurance Company Limited who are directly or indirectly related to the tender or execution process of contract; nor have access to information to gain unfair advantage in the procurement process. We, also confirm that:

1. We, or our constituent do not have common controlling shareholding or other ownership interest
2. Any constituent of us.....is not a constituent of another Bidder.
3. We, do not have the same legal representation with any other Bidder for the purpose of the bid.
4. We, do not have any relationship with any other Bidder that puts us in a position to allow access to each other's information or to influence the bid of any other Bidder.
5. We,.....have not participated in preparation of any document, design or technical specification for the project.

Signature of Bidder

Dated :

Place :

Seal :

2.52 Feasibility

To
NATIONAL INSURANCE COMPANY LIMITED
Head Office, Premises No.18-0374,
Plot No. CBD-81, New Town,
Kolkata-700156

Dear Sir,

Sub.: RFP NICL/IT/RFP/06/2026/KYC

Date:

We have done the feasibility assessment and we will be providing the required services as mentioned in the RFP Scope.

Signature of Bidder

Dated :

Place :

Seal :

2.53 Performance Bank Guarantee

FORMAT FOR PERFORMANCE BANK GUARANTEE

BANK GUARANTEE FOR PAYMENT (TO BE SUBMITTED IN NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF THE ISSUING BANK)

To
NATIONAL INSURANCE COMPANY LIMITED
Head Office: Premises No.18-0374,
Plot No. CBD-81, New Town,
Kolkata-700156

Dear Sirs,

Sub.: RFP NICL/IT/RFP/06/2026/KYC

Date:

In consideration of your having placed Purchase/Work Order for purchase of items as per RFP: NICL/IT/RFP/06/2026/KYC with and your agreeing to pay the aforesaid M/s.

..... (hereinafter referred to as 'The Bidder' and shall include his heirs, successors and permitted assigns) a sum of Rs..... (Rupees.....) as and by way of payment in terms of the Contract/Supply Order/Purchase/Work Order No/s. Dated with you (hereinafter referred to as 'PO') on your agreeing to furnish to you with our guarantee in the manner hereinafter contained, we (Bankers Name) located atwith registered office at

DO HEREBY COVENANT AND AGREE AS FOLLOWS:

We, _____ having our office located at do hereby undertake to indemnify National Insurance Company Limited or their heirs, successors or permitted assigns (hereinafter referred to as 'NICL') and keep indemnified to the extent of the sum of Rs (Rupees) from and against all losses and damages that may be caused to NICL in relation to the payment to be made by NICL to the Bidder as aforesaid by reason of any default or defaults on the part of the Bidder in the due configuration of Plans / services for carrying out any work or discharging Bidder's obligation as per the said contract in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the Bidder as aforesaid we shall forthwith on demand and without demur pay to NICL any sum not exceeding in the total the said sum of Rs. (Rupees) As may be claimed by NICL to be due from the Bidder by way of refund of such payment or any portion or otherwise as NICL's losses and / or damages, costs charges or expenses incurred by reason of such default or defaults on the part of the Bidder as aforesaid.

Notwithstanding anything to the contrary, NICL's decision as to whether the Bidder has made any such default or defaults and the amount or amounts to which NICL is entitled by reasons thereof will be binding on us and we shall not be entitled to ask NICL to establish their claim or claims under this guarantee, but will pay the same forthwith on NICL's demand without any protest or demur.

This guarantee shall continue and hold good until it is released by NICL on the applications by the Bidder after completion of delivery of goods / services / terms and conditions at site provided that this guarantee shall in no event remain in force after the day of Without prejudice to NICL's claim or claims arisen and demanded from or otherwise notified to us in writing on or before the seventh day after the said date of expiry of the guarantee which will be enforceable against us notwithstanding that the same is or not enforced after the said date.

Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this agreement till such time with the Bidder's consent on the request by NICL, provided the terms and conditions relating to the extension of the Guarantee are satisfied.

NICL will have the fullest liberty without affecting this guarantee, either to vary, or to modify and to revoke any of the terms and conditions of the said PO or to extend the time of performance of the Bidder or to postpone for any time or from time to time any of NICL's rights or powers against the Bidder and either to enforce or to forbear to enforce any of the terms and conditions of the said PO and we shall not be released from our liability under this guarantee by the exercise of NICL's liberty. With reference to matters aforesaid or by reason of any time being given to the Bidder, or any other forbearance, act or omission on NICL's part or any indulgence by NICL to the Bidder or by any variation or modification of the said PO or any other act, matter or things whatsoever, which under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. (Rupees.....) As aforesaid or extend the period of the guarantee beyond the said day of Unless expressly agreed to by us in writing.

This guarantee shall not in any way be affected by NICL's taking or varying or giving up any securities from the Bidder or any other person, firm or company on their behalf or by winding up, dissolution, insolvency or death as the case may be of the Bidder or his company/firm.

In order to give full effect to the guarantee herein contained, NICL shall be entitled to act as if we were your principal debtors in respect of all NICL's claims against the Bidder hereby guaranteed by us as aforesaid.

Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all NICL's claim or claims against the Bidder from time to time arising out of or in relation to the said PO and in respect of which NICL's claim in writing is lodged on us on or before the seventh day after expiry of this guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, email or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been lodged / given / submitted when the same is posted.

This guarantee and the powers and provisions herein contained, are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to NICL by us and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

This guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

This guarantee shall come into force on _____ and shall not be revoked by us whether before it's coming into force or any time during its currency without NICL's prior consent in writing.

We further agree and undertake to pay to NICL the amount demanded by NICL in writing irrespective of any dispute or controversy between NICL and the Bidder.

Notwithstanding anything contained hereinabove our liability under this agreement is restricted to Rs (Rupees). Unless a written claim is lodged on us for payment under this guarantee within seven days of the date of expiry of this guarantee i.e. on or before all NICL's rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us, discharged.

We have power to issue this guarantee in NICL's favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THE DAY OF FOR & ON BEHALF OF THE
3w..... BANK LTD.

FOR & ON BEHALF OF
(BANKER'S NAME)

Business Office Manager

(Banker's seal)

Address.....

.....

P.S.: The amount referred to above will be as per the terms of payment specified

2.54 EMD Format

To
NATIONAL INSURANCE COMPANY LIMITED
Head Office: Premises No.18-0374,
Plot No. CBD-81, New Town,
Kolkata-700156

Dear Sir,

Sub.: RFP NICL/IT/RFP/06/2026/KYC

Date:

Whereas _____ (hereinafter called 'the Bidder') has submitted its bid dated _____ for the _____. (Hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto The National Insurance Company Limited (hereinafter called "the Purchaser") in the sum of Rupees _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 202_.

The Conditions of this obligation are:

If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the bid; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity

- i. fails or refuses to execute the Contract; or
- ii. Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder.

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

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of Bidder

Dated :

Place :

Seal :

2.55 IRDAI Inspection Undertaking

To
NATIONAL INSURANCE COMPANY LIMITED
Head Office: Premises No.18-0374,
Plot No. CBD-81, New Town,
Kolkata-700156

Dear Sir,

Sub.: RFP NICL/IT/RFP/06/2026/KYC

Date:

Undertaking from the Bidder for providing authorized representatives of the IRDAI the right to inspection, Investigation, obtaining information for Tender Ref No: NICL/IT/RFP/06/2026/KYC. We hereby undertake to provide authorized representatives of Insurance Regulatory Development Authority of India (IRDAI) right to:

(a) Examine the books, records, information, systems and the internal control environment to the extent that they relate to the service being performed for the company for NICL under this contract.

and

(b) Access to any internal audit reports or external audit findings for the service being performed for the company for NICL under this contract.

Signature of Bidder

Dated :

Place :

Seal :

2.56 GFR Rule 144 Compliance

Format of Certificate for Tenders under Rule 144(xi) of the General Financial Rules (GFR), 2017 (Restrictions on procurement from a bidder of a country which shares a land border with India).

To
NATIONAL INSURANCE COMPANY LIMITED
Head Office: Premises No.18-0374,
Plot No. CBD-81, New Town,
Kolkata-700156

Sub.: RFP NICL/IT/RFP/06/2026/KYC

Date:

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----
----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

a) We, the Bidder, have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning

for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or *We, the Bidder are from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

(*Delete whichever is not applicable)

c) We, the Bidder, agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by NICL in writing, in which case we shall not subcontract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, NICL shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. NICL shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by NICL on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

Definitions:

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country;
- or

- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" for the purpose of above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation—

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(i) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(ii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iii) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(iv) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Dated this, the _____ day of _____ 20__

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Company Seal:

*Note: (i) Where applicable, evidence of valid registration by the Competent Authority shall be attached.

(ii) This Rule 144 compliance is separate from and in addition to Rule 170 compliance (EMD exemption) referred to in Section 1.6(H) of this RFP. Bidders shall comply with both requirements as applicable.

2.57 Escrow Arrangement

The Bidder shall, wherever applicable, establish and maintain an escrow arrangement for critical software components, including source code, application binaries, configuration details, and relevant documentation, through a mutually agreed third-party escrow agent.

The escrow arrangement shall ensure continuity of services in the event of vendor insolvency, bankruptcy, termination of services, or failure to provide support. The conditions for release of escrow materials shall include, but not be limited to, failure of the Bidder to meet contractual obligations, discontinuation of services, or any situation that materially impacts NICL's business operations.

The Bidder shall ensure periodic updates of escrow materials to reflect the latest version of the solution deployed at NICL. All costs associated with establishing and maintaining the escrow arrangement shall be borne by the Bidder.

2.58 Non-Solicitation Clause

The Bidder shall not, directly or indirectly, solicit for employment, engage, or attempt to engage any employee, consultant, or personnel of NICL who is associated with this project, during the term of the contract and for a period of one (1) year thereafter, without prior written consent of NICL.

Any violation of this clause shall be treated as a material breach of contract and may result in termination of the contract and/or imposition of penalties as deemed appropriate by NICL.

2.59 Data Purging

Upon termination or expiry of the contract, the Bidder shall securely transfer all NICL data to NICL in a usable format and shall thereafter permanently delete all data from its systems. The entire storage data generated or processed during the contract period, including but not limited to KYC records, audit logs, video recordings, transaction data, metadata, and Aadhaar reference keys, shall be transferred to NICL without any additional cost (as specified in Section 2.36). The Bidder shall provide a certificate confirming complete data deletion and ensure that no residual data remains in any system, backup, or storage.

Data Retention Period: The Bidder shall retain all audit logs, transaction records, KYC data, CKYC records, video recordings (V-CIP), and any other data generated or processed under this contract as per applicable regulatory requirements (minimum 5 years from the date of last transaction or as prescribed by IRDAI/UIDAI/CERSAI, whichever is longer). Upon completion of the retention period or upon termination/expiry of the contract (whichever is later), the Bidder shall securely delete all data as per this clause.

2.60 Abnormally Low Bid

NICL reserves the right to seek clarification from Bidders quoting abnormally low prices. In case the justification provided is not satisfactory, NICL reserves the right to reject such bids as commercially non-responsive.

2.61 Prevention of Cartelization

Bidders shall ensure that there is no collusion, cartelization, or anti-competitive practice in the bidding process. Any evidence of such practices shall result in disqualification and may lead to further action as per applicable laws.

3. Bid Specific Clauses

3.1 Eligibility Criteria

The eligibility criteria to be fulfilled by the Bidder for qualification under this RFP are specified in **Annexure 1 – Eligibility (Pre-qualification) Criteria Compliance**. Non-compliance with any of the prescribed criteria shall result in summary rejection of the bid.

The Bidder shall submit complete documentary evidence in support of all eligibility criteria as required under this RFP. Any incomplete or non-submission of required documents may lead to rejection of the bid.

NICL reserves the right to independently verify, validate, or evaluate any information, claims, or documents submitted by the Bidder, either directly or through third-party agencies, and its decision in this regard shall be final and binding.

Any misrepresentation, false declaration, or suppression of facts shall lead to disqualification of the Bidder and may result in appropriate penal action, including blacklisting.

In cases where the Bidder is not the OEM/OSD for any component of the proposed solution, the applicable eligibility criteria shall also be mandatorily fulfilled by the respective OEM/OSD/authorised partner/subcontractor, as defined in **Section 2.34A** of this RFP. Failure of such OEM/OSD/partner/subcontractor to meet the prescribed eligibility criteria shall result in disqualification of the Bidder.

Bidders meeting the eligibility criteria as per Annexure 1 shall be considered for further evaluation under this RFP (NICL/IT/RFP/06/2026/KYC).

For submission of administrative and technical details, Bidders shall refer to **Annexure 2 – Bidder Profile Format, Annexure 3 – Technical Bid Letter, Annexure 4 – Technical Bid Particulars, and Annexure 5 – Technical Bid Evaluation** Format (including **Annexure 5(1), 5(2), 5(3)**).

3.2 Scope of Work

National Insurance Company Limited (NICL) intends to implement a Comprehensive Online KYC Solution, including Video-based Customer Identification Process (V-CIP) and a subscription-based Aadhaar Data Vault (ADV), in accordance with applicable regulatory guidelines issued by IRDAI and other regulatory authorities.

The selected Bidder shall be responsible for Integration, Configuration, Deployment, Customization, Commissioning, Testing, Training, and Capacity Building of the complete solution.

The Bidder shall implement Online KYC solution supporting API-based onboarding as well as manual upload of Officially Valid Documents (OVDs), supporting data extraction through Optical Character Recognition (OCR) and evaluation via a customized risk matrix at all stages of customer lifecycle, including policy purchase, renewal, claims processing, endorsement, and any other customer touchpoint as determined by NICL, to comply with the latest IRDAI AML/CFT guidelines. KYC verification shall be mandatory at each such stage, and the solution shall not permit progression to subsequent stages without successful KYC completion, unless explicitly authorized by NICL in writing for exceptional cases with appropriate audit trails.

NICL also intends to screen, identify, and verify the identity of its existing and prospective customers (Retail as well as Corporate) from sources notified by IRDAI and/or any Government or statutory authority to ensure compliance with AML/CFT guidelines.

NICL proposes to establish a best-in-class digital KYC process that minimizes human intervention. The solution shall be deployed in DC-DR architecture within India to ensure high availability and data residency.

3.2.1 Objective

The objective of this engagement is to onboard a qualified Bidder to provide an end-to-end Know Your Customer (KYC) solution for National Insurance Company Limited (NICL), with the following goals:

- Engage a qualified, experienced and technologically capable Bidder
- Enable customer onboarding, identity verification, risk screening and lifecycle management of KYC records
- Support operations across retail, corporate and rural channels
- Ensure adherence to applicable regulatory and compliance requirements
- Support digital transformation and enhance customer experience

3.2.2 Service Overview

The Bidder shall provide an integrated KYC solution with the following characteristics:

- Unified KYC ecosystem across digital, assisted, and partner-driven channels
- Support multiple KYC methodologies including Aadhaar-based electronic KYC (eKYC), Central KYC (CKYC), document-based verification, and Video-based Customer Identification Process (V-CIP)
- Ensure standardized, consistent, and auditable KYC processing
- Deploy the solution in a dedicated, non-shared environment exclusively for NICL
- Provide a scalable, resilient, and future-ready architecture capable of meeting performance and regulatory requirements defined in Annexure 5(2)
- The solution shall be designed to support inclusive and accessible customer onboarding for all customer segments, including Persons with Disabilities (PwD).

3.2.3 Functional Capabilities

The solution shall support end-to-end KYC lifecycle management with the following capabilities:

- Support multiple KYC modes including eKYC, CKYC, V-CIP and document-based verification (OVD)
- Perform identity verification using Permanent Account Number (PAN) and other identifiers
- Support Optical Character Recognition (OCR)-based document processing and validation with capability to extract data from documents in multiple languages, including Indian regional languages as required by IRDAI guidelines.
- Provide configurable workflows including Straight Through Processing (STP), assisted processing and exception handling, with the ability to define confidence score thresholds for automated decisions and seamless handoff to manual "Maker-Checker" human intervention when AI confidence is below the defined threshold
- Support role-based access control and maker-checker mechanisms, including pre-issuance verification at point of sale
- Enable periodic and event-based Re-KYC (revalidation of KYC)
- Support onboarding of individual and non-individual (Corporate/Business Entity) customers with automated sales-level validation before policy issuance
- Provide data validation, matching and anomaly detection mechanisms, including real-time risk scoring at point of sale, prevention of proposal submission when mandatory KYC checks are incomplete, real-time blocking of blacklisted customers, and supervisor override with complete audit trail for genuine exceptions subject to NICL's prior written approval"

- The solution shall ensure accessibility and inclusivity for Persons with Disabilities (PwD) across all KYC processes, including support for assisted workflows, alternative verification methods and compliance with applicable accessibility guidelines and standards.
- Accessibility and inclusivity requirements for Persons with Disabilities (PwD) shall be governed by Section 3.2.18

All integration, compliance, performance, security, and audit-related requirements shall be governed by the respective sections of this Scope of Work and corresponding parameters defined in Annexure 5(2).

Each functional capability listed in this section shall be mapped to corresponding evaluation parameters defined in Annexure 5(2) – Groups G3, G4, G9, G10. See also Annexure 8 – Table A and Table C for commercial treatment. Bidders must provide point-wise compliance along with documentary proof and screenshots/demonstration references, which shall be scored individually as per Annexure 5(2).

3.2.4 Video KYC (V-CIP)

The solution shall provide Video-based Customer Identification Process (V-CIP) capabilities with:

- Real-time video-based customer identification
- Facial recognition, liveness detection, and anti-spoofing mechanisms
- Secure recording and storage of sessions (as per Section 3.2.11)
- Assisted and self-service modes
- Capability to handle concurrent sessions efficiently
- V-CIP processes shall comply with accessibility requirements defined in Section 3.2.18.
- AI-based liveness detection including anti-spoofing and deepfake prevention mechanisms

Video KYC (V-CIP) capabilities shall be evaluated based on defined parameters in Annexure 5(2) – Group G6. See also Annexure 8 – Table C Row 2 for commercial pricing including regulatory compliance, AI-based liveness detection, geo-tagging, audit trail, and integration readiness. Marks shall be awarded strictly based on demonstrated capabilities, supported by documentary evidence and/or live demonstration

3.2.5 Compliance Screening and Risk Management

The solution shall support Anti-Money Laundering (AML) and Combating the Financing of Terrorism (CFT) requirements with:

- Screening against Politically Exposed Persons (PEP), sanctions, watchlists and adverse media
- Coverage of customers and associated parties
- Real-time, periodic, and event-based screening
- Advanced matching techniques (fuzzy, phonetic, transliteration)
- Risk scoring, alerts and case management
- Enhanced Due Diligence (EDD) workflows
- Double KYC verification for transactions originating from fraud-prone areas, high-risk geographies, customer segments, or transaction thresholds identified by NICL, including additional document verification, supplementary biometric/liveness checks, mandatory supervisor review, and configurable trigger conditions through the Business Rule Engine (BRE)

Compliance screening (PEP/Sanction/AML) shall be evaluated as per Annexure 5(2) scoring criteria, including real-time screening capability, database coverage, alert accuracy, and update frequency. Bidders must provide measurable and verifiable evidence (including system outputs, reports, or certifications) for scoring

3.2.6 Integration and Interoperability

The solution shall provide integration capabilities with:

- NICL internal systems (core systems, portals, mobile applications, Document Management System (DMS) etc.)
- External systems such as Unique Identification Authority of India (UIDAI), Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI), PAN, Goods and Services Tax Identification Number (GSTIN), DigiLocker, and telecom/regulatory databases (e.g., TRAI or equivalent sources) for mobile number ownership verification/scrubbing, subject to regulatory permissions
- Application Programming Interface (API)-based integration using standard formats (JSON/XML)
- Real-time and batch processing
- Asynchronous communication, retry, and failure handling
- API versioning and backward compatibility

- Compliance with market best practices and IT security standards

Integration enhancements arising from regulatory updates shall be governed by Section 3.2.9

Integration capabilities shall be evaluated based on API maturity, response time, scalability, and compatibility with NICL systems, as per Annexure 5(2). Supporting architecture diagrams and API specifications must be provided for scoring.

3.2.7 Registry Integration and CKYC Management

The solution shall support CKYC lifecycle with:

- Search, retrieval, download, upload, update and CKYC Identifier (KIN) generation
- Data validation and pre-submission checks
- Submission within regulatory timelines
- Status tracking and correction workflows
- Deployment in NICL Data Centre (DC) and Disaster Recovery (DR)
- Compliance with CKYC versions and regulatory standards
- Reliability through retry and reconciliation (as per Section 3.2.10)

Note: For commercial treatment of CKYC services (including that CKYC shall not be charged on a per-transaction basis), refer to Section 2.9(B) and Annexure 8 – Table B Row 3. For the avoidance of doubt, wherever transaction-based billing is mentioned in this RFP, CKYC services are explicitly excluded and are bundled within SaaS/Subscription cost (Table B). The solution shall also enable NICL to utilize CKYC services for verification of employees, individual/corporate agents, brokers, intermediaries, distributors, and other personnel associated with NICL's distribution network, including search, retrieval, validation of KYC records from CKYCR, integration with HRMS and partner management systems, and generation of verification reports. All such verifications shall comply with applicable laws and the DPDP Act, 2023, and shall be covered under Table B

CKYC integration shall be evaluated based on readiness for current and future CKYC versions, transaction success rate, and regulatory compliance, as defined in [Annexure 5\(2\)](#) – Group G3. See also Annexure 8 – Table B Row 3 for commercial treatment (NO per-transaction charges). Bidders must demonstrate live/production deployments.

3.2.8 Regulatory Compliance and Data Protection

The solution shall ensure:

- Compliance with Insurance Regulatory and Development Authority of India (IRDAI), UIDAI, CERSAI, Reserve Bank of India (RBI), Financial Intelligence Unit – India (FIU-IND)
- Compliance with Digital Personal Data Protection Act, 2023 (DPDP Act) and Information Technology Act
- Encryption of data at rest and in transit using industry standards, specifically minimum AES-256 or equivalent for data at rest and TLS 1.2 or higher for data in transit
- Role-based access and authentication controls
- Aadhaar compliance including masking and Aadhaar Data Vault (ADV)
- Data residency within India
- Incident detection and breach reporting, if any
- The solution shall implement appropriate data classification, masking and access controls for sensitive data elements.

All regulatory updates shall be governed by Section 3.2.9.

Regulatory compliance (UIDAI, IRDAI, DPDP, RBI, etc.) shall be scored based on certifications, audit reports, and implementation evidence as per Annexure 5(2) – Group G1. See also Annexure 8 – Table B Note 3 for commercial inclusion. Self-declarations alone shall not be sufficient for scoring, and must be supported by documentary evidence such as certifications, audit reports, or system validations.

3.2.9 Regulatory Change and Continuous Compliance Obligation

The Bidder shall:

- Monitor regulatory changes across all authorities
- Implement all updates related to KYC, Re-KYC, CKYC, APIs and reporting
- Adhere to regulatory timelines (including CKYC uploads)
- Ensure testing, deployment, validation, and documentation of all regulatory changes.

For the avoidance of doubt, CKYC uploads shall be completed within the timelines prescribed under applicable regulatory guidelines. Detailed SLA timelines for CKYC uploads are specified in Section 3.5 (Service Level Agreements).

Capability to handle regulatory changes shall be evaluated based on past implementation history, turnaround timelines, and version upgrade mechanisms as defined in Annexure 5(2).

3.2.10 Performance, Scalability and Operational Capabilities

The solution shall support peak transaction processing capacity of 2400-3600 Transactions Per Second (TPS). Additionally, the solution shall provide::

- High throughput and low latency processing
- Horizontal and vertical scalability
- Real-time and batch processing
- Load balancing and resource optimization
- Transaction tracking and reconciliation
- Business Rule Engine (BRE)
- High availability and failover mechanisms
- Continuous performance optimization

Throughput Requirement: The solution shall sustain a minimum of 2400 TPS. Failure to achieve throughput SLA shall attract penalties as defined in Section 3.5.5(E)

All performance, availability, latency, and throughput benchmarks shall be governed by SLAs defined in Section 3.5 and corresponding evaluation parameters in Annexure 5(2), and deviations shall attract applicable penalties.

Performance and scalability shall be evaluated based on proven TPS, uptime SLA, and latency benchmarks as per Annexure 5(2). Documentary evidence and production metrics must be provided.

3.2.11 Security, Audit, and Monitoring

The solution shall provide:

- Tamper-proof logging of all activities
- End-to-end transaction traceability
- Real-time monitoring and alerting
- Digital footprinting including IP address tracking, device ID capture, browser fingerprinting, and flagging of suspicious account-opening patterns

- Advanced fraud detection mechanisms including deepfake video detection, synthetic identity detection, and behavioral anomaly analysis to identify and prevent sophisticated fraud attempts
- Centralized system visibility
- Vulnerability Assessment and Penetration Testing (VAPT)
- Audit and regulatory inspection support
- Incident investigation and forensic capabilities

All logs, audit trails and records shall be retained for the period as per regulatory requirements.

Security controls shall be evaluated based on certifications (ISO 27001, VAPT reports, audit logs, SIEM integration) as per Annexure 5(2). Marks shall be awarded based on verifiable compliance supported by certifications, reports, and system evidence.

3.2.12 Reporting, MIS and Dashboard Requirements

The Bidder shall provide a comprehensive, web-based administration portal (Admin Portal) for NICL to monitor, manage, and audit all KYC activities across the organization. The Admin Portal shall be provided, hosted, and maintained by the Bidder as part of the solution.

The solution shall provide:

- Role-based dashboards with real-time or near real-time refresh.
- Real-time operational metrics including total transactions, success rate, failure rate, average response time, and average processing time
- Channel/Platform-wise metrics with separate views for web portals, mobile applications, partner portals (web aggregators, brokers), agent/distributor portals, API-based integrations, and manual upload/OVD processing
- KYC mode-wise metrics showing success/failure rates for eKYC, CKYC, V-CIP, and OVD-based verification
- Geographic distribution of KYC activity (state-wise, city-wise, and PIN code-wise)
- Risk dashboard displaying high-risk alerts, fraud flags, sanctions hits, and pending Enhanced Due Diligence (EDD) cases

- SLA compliance dashboard tracking all parameters defined in Section 3.5, including uptime/availability (99.90% target), API response time (≤ 3 seconds compliance), CKYC upload delays, and incident resolution status (P1/P2/P3 tickets)
- Transaction drill-down capability allowing search and filter by date, customer ID, mobile number, PAN, CKYC ID, or transaction ID, with ability to view detailed response payloads for each API call
- Export functionality for transaction logs and reports in PDF, Excel, and CSV formats
- Management Information System (MIS) reports (daily, weekly, monthly, and annual) with automated report scheduling and email distribution
- Personnel verification module for CKYC-based verification of NICL employees (where permissible under law), individual/corporate agents, brokers, intermediaries, Direct Selling Agents (DSAs), Motor Insurance Service Providers (MISPs), and any other personnel associated with NICL's distribution network, including search/retrieval from CKYCR, identity/address validation, and generation of verification certificates
- Integration capability with NICL's HRMS, agent onboarding, and partner management systems (APIs to be provided by NICL)
- Real-time view of pending KYC applications requiring manual review
- Queue management for V-CIP sessions (wait times, agent assignment, and abandonment rates)
- Maker-Checker workflow interface for approval/rejection of exception cases
- Configurable rules for auto-assignment and escalation
- Tamper-proof audit logs of all user activities within the portal
- Historical trends for KYC volumes, success rates, and turnaround time (TAT)
- Regulatory compliance reports (IRDAI, UIDAI, CERSAI, DPDP Act)
- API usage reports by partner/channel for billing reconciliation
- Self-calculated penalty amounts based on SLA breaches (as per Section 3.5 formulas)
- Automated generation of Quarterly SLA Compliance Report (as per [Annexure 22](#))

- Interactive analytics, ad-hoc reporting, and configurable reporting enhancements

All personnel verifications (CKYC for employees/agents) shall be covered under Table B (Subscription/SaaS Cost) and shall not be charged on a per-transaction basis.

The Bidder shall provide training to NICL personnel on the use of the Admin Portal and shall provide ongoing support and enhancements as per SLA requirements defined in Section 3.5.

Reporting capabilities shall be evaluated based on real-time dashboards, customization, and analytics features as per Annexure 5(2). Demo, sample reports, or system screenshots must be submitted as evidence for evaluation.

3.2.13 Implementation, Documentation and Support

The Bidder shall:

- Execute end-to-end implementation of the proposed solution, including planning, configuration, customization (if required), integration, testing, deployment, and stabilization
- Provide project governance and implementation planning
- Conduct testing and support User Acceptance Testing (UAT)
- Provide complete and up-to-date documentation
- Deliver training and knowledge transfer to NICL stakeholders
- Provide comprehensive support services across all levels (including L1, L2, L3 or equivalent) to meet SLA and operational requirements defined in this RFP

The Bidder shall have end-to-end responsibility for successful implementation and ongoing operations under this RFP.

Performance and operational expectations shall align with SLAs defined in Section 3.5.

Any failure to meet the above obligations shall be treated as a breach of contract and shall attract penalties, liquidated damages, or other contractual remedies as per the RFP.

Implementation approach and support model shall be evaluated based on project methodology, documentation standards, and SLA adherence as defined in Annexure 5(2).

3.2.13.1 Resource Deployment & Support Model

(i) Overall Requirement:

The Bidder shall deploy two (2) dedicated resources (L2/L3) for NICL to support implementation, integration, operations, compliance, and ongoing support under this RFP. The combination of resource levels (L2/L3) is at the Bidder's discretion based on its proposed support model.

The Bidder shall ensure availability of adequate internal teams, backend support, development, and specialized resources as required to meet all obligations under this RFP.

The internal structuring, roles, and allocation of responsibilities among the Bidder's personnel shall be at the discretion of the Bidder. However, overall accountability for delivery shall remain with the Bidder.

Note: For commercial quoting of manpower resources (per-resource-per-year rates), refer to [Annexure 8](#) – Table B Rows 4 and 5. For resource exclusivity and continuity requirements, refer to [Section 2.41\(k\)](#) and [Annexure 8](#) – Table B Note 2

(ii) Comprehensive Scope of Responsibilities:

The deployed resources, supported by the Bidder's internal teams, shall be responsible for end-to-end execution of all activities including but not limited to:

(a) Implementation & Integration:

End-to-end implementation, configuration, deployment, and integration of the KYC solution with NICL systems including Core Insurance System (eBao), portals, partner systems, aggregators, and third-party APIs

(b) Digital KYC & API Operations:

Management and execution of all Digital KYC services, API flows, transaction processing, and system workflows

(c) CKYC Operations (End-to-End):

Complete lifecycle management including CKYC search, fetch, download, upload, update, reconciliation, and record management

(d) CKYC Upload & Compliance:

Ensuring timely upload of KYC records to CKYCR as per regulatory timelines and requirements

(e) Regulatory Coordination:

End-to-end coordination with CERSAI, UIDAI, and other regulatory/ecosystem entities for issue resolution, clarifications, reprocessing, and compliance-related activities

(f) Backend & Frontend Operations:

Handling all backend processing, frontend workflows, and system-level operations required for KYC services

(g) Aadhaar Data Vault (ADV) Operations:

Management of tokenization, reference key generation/validation, encryption handling, API usage, and monitoring of ADV services

(h) Video KYC (V-CIP) Operations:

End-to-end support for Video KYC sessions including monitoring, issue handling, queue management, and operational coordination

(i) PwD KYC Enablement & Support:

Implementation and operational support for KYC processes applicable to Persons with Disabilities (PwD), including assisted workflows, accessibility features, and compliance with applicable regulatory and accessibility guidelines (refer to Section 3.2.18)

(j) UI/UX Design, Customization & Journey Management (End-to-End):

The Bidder shall be responsible for end-to-end design, development, customization, modification, and continuous enhancement of all user interfaces and user journeys across the KYC ecosystem, including but not limited to:

- Customer-facing journeys, operator interfaces, dashboards, and administrative consoles
- Digital KYC, CKYC, Video KYC (V-CIP), Aadhaar Data Vault (ADV), and all related workflows
- Forms, fields, validations, workflows, and data capture interfaces
- Integration-driven UI flows for portals, partners, brokers, intermediaries, aggregators, OEMs, and third-party systems
- UI/UX changes, enhancements, or customizations requested by NICL, its partners, brokers, intermediaries, aggregators, OEMs, or any other ecosystem participants during the contract period.
- UI/UX changes required due to regulatory updates (UIDAI, CKYC, IRDAI, DPDP, etc.)
- Improvements for usability, performance, conversion efficiency, and operational ease
- Accessibility enhancements including support for Persons with Disabilities (PwD) and assisted workflows
- Multilingual interface support, if required

All such UI/UX design, customization, modifications, enhancements, and changes—whether driven by business, operational, partner, integration, or regulatory requirements—shall be treated as part of the base scope of work and shall be carried out by the Bidder without any additional cost to NICL during the contract period.

(k) Monitoring & Operations:

Monitoring of all KYC transactions, API flows, system performance, uptime, and operational activities

(l) Incident Management & Resolution:

Issue logging, troubleshooting, coordination, escalation, and resolution within defined SLA timelines

(m) Integration & Coordination:

Coordination with NICL systems, internal teams, partners, aggregators, and third-party services

(n) Reporting & MIS:

Generation of MIS reports, dashboards, logs, audit trails, and regulatory reporting outputs

(o) Compliance & Regulatory Adherence:

Ensuring compliance with UIDAI, CKYC, IRDAI, DPDP, AML/CFT, and other applicable regulatory requirements

(p) Testing, Go-Live & Stabilization:

Support for UAT, training, go-live activities, and post-go-live stabilization

(q) Enhancements & Updates:

Implementation of regulatory changes, patches, upgrades, enhancements, and version updates during the contract period

(r) Performance & Scalability:

System monitoring, performance tuning, scalability management, and TPS handling as per RFP requirements

(s) Security & Audit:

Implementation and monitoring of security controls including encryption, access control, logging, audit trails, and compliance with security standards

(t) Root Cause Analysis (RCA):

Identification of issues, RCA, and implementation of corrective and preventive actions

(iii) Responsibility & Accountability:

- (a) The above responsibilities are mandatory and integral to the scope of work
- (b) The Bidder shall ensure execution of all activities irrespective of the number or designation of deployed resources
- (c) No claim shall be entertained on the grounds of insufficient manpower, resource limitation, or role allocation constraints
- (d) The Bidder shall ensure that all activities are executed through deployed resources and/or internal teams without any additional cost

(iv) Support Model & Continuity:

- (a) The Bidder shall ensure continuous support to meet SLA, uptime, and compliance requirements
- (b) The Bidder shall ensure 24×7 monitoring of all critical services
- (c) In case of absence or unavailability of any deployed resource(s), the Bidder shall ensure a suitable replacement within 48 hours (2 working days) so that continuity of support is not impacted under any circumstances. If any deployed resource is found unsuitable, the Bidder shall replace such resource within 7 days from notification by NICL.
- (e) Any support requirement beyond the deployed resources shall be fulfilled by the Bidder through its internal teams without any additional cost to NICL
- (f) The Bidder shall ensure that service delivery is not dependent on specific individuals and continuity shall be maintained at all times

(v) Additional Responsibilities Clause:

The above responsibilities are indicative and not exhaustive.

The Bidder shall be responsible for carrying out any additional tasks, activities, or responsibilities as may be required by NICL from time to time, provided such requirements fall within the overall scope of this RFP, without any additional cost.

(vi) Key Principle:

The Bidder shall be fully responsible for end-to-end delivery and support, including:

- (a) Implementation
- (b) Integration
- (c) Go-Live
- (d) Operations & Support
- (e) Regulatory compliance and updates

No limitation of responsibility shall be accepted on account of internal structuring, manpower allocation, or resource deployment by the Bidder.

3.2.14 Scope Inclusivity and Future-Proofing

The solution shall:

- Support evolving business processes and channels
- Enable onboarding of new partners and platforms
- Support technology upgrades and enhancements within scope
- Align with industry best practices

Note: For scope interpretation and dispute resolution relating to "In-Scope" versus "Change Request (CR)" items, bidders shall refer to [Annexure 11 – Inclusivity & Change Request \(CR\) Governance](#). For No-CR Zone obligations and Scope Inclusivity requirements, bidders shall additionally refer to [Section 3.2.14 \(Scope Inclusivity and Future-Proofing\)](#) and relevant provisions of [Annexure 8 – Commercial Proposal](#).

Future readiness (API upgrades, regulatory changes, scalability) shall be evaluated explicitly under Annexure 5(2) scoring criteria. Bidders must demonstrate roadmap and upgrade strategy.

3.2.15 Deliverables

The Bidder shall provide:

- Fully functional production-ready solution
- All configurations, APIs and system components
- Complete documentation and artifacts
- Training and knowledge transfer
- Continuous updates during contract period

All deliverables are subject to NICL acceptance.

3.2.16 Evaluation Parameters

Evaluation shall be based on:

- Annexure 4 (Technical Compliance)
- Annexure 5 (Technical Evaluation)
- Complete and supported bidder responses
- Degree of compliance with Scope of Work

All requirements specified under Scope of Work (Section 3.2) are directly mapped to the evaluation parameters defined in Annexure 5(2). Each sub-section of Scope of Work shall carry corresponding marks allocation as defined in Annexure 5(2), and evaluation shall be strictly based on Bidder's demonstrated compliance, documentary evidence, and presentation. In case of any inconsistency between Scope of Work and Annexure 5(2), the evaluation criteria and scoring defined in Annexure 5(2) shall prevail.

See also [Annexure 8](#) for commercial proposal and pricing structure.

3.2.17 Aadhaar Data Vault (ADV) – Subscription-Based Model:

The Bidder shall provide Aadhaar Data Vault (ADV) as a fully managed, subscription-based service in accordance with latest guidelines issued by the Unique Identification Authority of India (UIDAI) and the Insurance Regulatory and Development Authority of India (IRDAI), as amended from time to time.

The ADV shall be implemented as a dedicated, secure and isolated environment for storage and processing of Aadhaar-related data, and shall not be co-mingled with any production or application

databases. The solution shall include all required infrastructure components including Hardware Security Module (HSM), encryption/decryption services, tokenization, secure key storage, and key lifecycle management.

The solution shall ensure:

- **Tokenization:** Aadhaar numbers shall be replaced with unique, non-reversible reference keys. Storage or usage of raw Aadhaar numbers outside the vault shall not be permitted.
- **Encryption:** All Aadhaar data shall be encrypted using AES-256 for data at rest and RSA-2048 (or higher standards as prescribed) for data in transit.
- **HSM Compliance:** All cryptographic operations, including encryption, decryption, and key management, shall be performed within FIPS 140-2 Level 3 (or higher) certified Hardware Security Modules (HSMs).
- **Access Control:** Strict role-based access controls (RBAC) shall be enforced. Access to the ADV shall be restricted to authorized systems and personnel, with complete logging, monitoring, and audit trails.
- **Data Residency & Hosting:** The ADV shall be hosted within India, either in NICL's secure premises or on MeitY-empowered cloud infrastructure, in compliance with UIDAI and data localization requirements.
- **Audit & Logging:** All access, transactions, and cryptographic operations shall be logged and retained as per regulatory requirements and shall be made available for audit and inspection.

The Bidder shall be solely responsible for provisioning, hosting, configuration, integration, maintenance, rotation of keys, and compliance of the ADV solution. The HSM may be cloud-based or on-premise; however, complete ownership of implementation and operations shall rest with the Bidder.

The Bidder shall ensure that the ADV solution remains fully compliant with UIDAI regulations, including any updates, revisions, or new guidelines issued during the contract period. The solution shall comply with all applicable guidelines issued by UIDAI and IRDAI, and the HSM must meet minimum FIPS 140-2 Level 3 (or higher) standards. The HSM infrastructure shall be deployed in a highly available configuration across DC and DR environments with secure replication and failover capability.

KEY OWNERSHIP & ACCESS CONTROL: All cryptographic keys shall remain under NICL ownership with full audit visibility and control. The Bidder shall ensure that cryptographic key access is restricted through dual control and role-based access mechanisms, and NICL shall have logical ownership and audit rights over all keys at all times.

DECRYPTION RESTRICTION: The Bidder shall not retain any independent or unauthorized capability to decrypt Aadhaar data outside the controlled ADV environment and without NICL's explicit written authorization.

EXIT & KEY TRANSFER: Upon contract termination or expiry, the Bidder shall transfer all cryptographic keys to NICL or a designated third party in a usable, documented format at no additional cost, and provide a certificate of key destruction as per Section 2.59 (Data Purging).

Note: All expenses in respect of ADV should be part of the quoted subscription cost. No separate cost towards ADV implementation, upgrades, HSM usage, storage(including but not limited to object storage, database storage, backups, audit logs, and Aadhaar-related data storage), encryption, tokenization, compliance, or maintenance shall be payable by NICL. For commercial treatment, refer to **Annexure 8** – Table B Row 2.

See also **Annexure 5(2)** – Group G5 for evaluation criteria. For detailed technical declaration and compliance requirements, refer to **Annexure 18** – ADV Technical Declaration.

3.2.18 Accessibility and PwD Compliance

The solution shall comply with all applicable legal, regulatory and judicial requirements relating to accessibility for Persons with Disabilities (PwD), including the Rights of Persons with Disabilities Act, 2016 and the Guidelines for Indian Government Websites (GIGW), along with Web Content Accessibility Guidelines (WCAG) 2.1 Level AA (or latest applicable version).

The solution shall mandatorily support:

- Alternative liveness mechanisms without mandatory eye-blinking
- Acceptance of thumb impression or equivalent authentication
- Human review for rejected/exception KYC cases
- Assisted workflows and dedicated support mechanisms for PwD users
- Capture of disability-related attributes where required, with explicit consent and in compliance with applicable data protection laws.
- Compliance with WCAG, GIGW, and ICT accessibility standards
- Training and sensitization of personnel for handling PwD-related scenarios

Evidence of Compliance

The Bidder shall submit a signed undertaking confirming compliance with the accessibility requirements of this RFP.

The Bidder commits to implement and demonstrate full accessibility compliance prior to Go-Live of Phase 2 (as per Section 3.3.6), subject to successful UAT sign-off, and to maintain such compliance throughout the contract period.

Non-compliance with the submitted undertaking or accessibility requirements shall be treated as a material breach of contract, and may result in corrective action, penalties, or termination, as per the terms of this RFP.

No third-party audit or VPAT is required at the time of bid submission. However, NICL reserves the right to verify accessibility compliance through testing, user acceptance testing (UAT), or third-party audit at any time during the contract period. The Bidder shall promptly rectify any identified gaps within timelines specified by NICL.

See also **Annexure 5(2)** – Group G2 for evaluation criteria. For detailed PwD compliance undertaking, refer to **Annexure 20 – PwD Compliance**.

All requirements defined under Scope of Work (Section 3.2) shall be read in conjunction with Evaluation Criteria (Annexure 5), Commercial Proposal (Annexure 8), and Service Level Agreements (Section 3.5).

Bidders are required to ensure complete alignment across technical, commercial, and SLA requirements while submitting their proposals.

3.3 Project Implementation

3.3.1 Project Timeline

(Refer to **Section 3.3.6** – Execution Timeline for detailed implementation roadmap)

The Bidder shall implement the proposed solution in a phased manner as per the timelines below:

- Phase 1 (0-1 Months):** Core System Setup, Registry Integration (Search and Fetch/Download) and Partner/Channel workflows

2. **Phase 2 (0-3 Months):** Video-based Customer Identification Process (V-CIP) / VKYC, CKYC Registry upload capabilities, Accessibility Features including Persons with Disabilities (PwD) and security vaulting (ADV)

The Bidder shall strictly adhere to the above implementation timelines. Any delay in achieving the defined milestones shall be governed by the Service Level Agreements (SLAs) specified in Section 3.5 and shall attract applicable penalties.

3.3.2 Regulatory Compliance

The KYC solution must, at all points in time, ensure compliance with all applicable regulatory and statutory provisions, including but not limited to customer identification and verification through multiple channels (CKYC, eKYC, Aadhaar-based authentication, document-based KYC), monitoring of KYC journey drop-offs, and management of incomplete or pending KYC cases through proper tracking and follow-up mechanisms. The solution should enable seamless capture, validation, and storage of customer KYC data, ensuring auditability and traceability of each transaction.

It shall be the responsibility of the Bidder to ensure ongoing compliance with all applicable regulatory requirements and guidelines, including the IRDAI Master Guidelines on AML/CFT, 2022 and subsequent amendments, and to provide necessary documentary evidence, audit trails, certifications, and reports as required by NICL for internal and external audits.

The solution must strictly adhere to the following specific mandates:

- **Persons with Disabilities (PwD) Accessibility:** In compliance with the Hon'ble Supreme Court directions (WP No. 289 of 2024 and 49 of 2025) and IRDAI directives, the solution must provide a seamless, hassle-free KYC process for Persons with Disabilities. The Bidder shall ensure that liveness checks do not mandate eye-blinking, and the system must support thumb impressions and assistive features such as sign language interpretation, closed captions, and audio descriptions during the VKYC process.
- **Aadhaar Security and Privacy:** The Bidder must implement an Aadhaar Data Vault (ADV) as per UIDAI mandates to store Aadhaar numbers in an encrypted format using unique, non-reversible Reference Keys. The system must automatically redact or mask the first eight digits of the Aadhaar number in all stored records and display interfaces.
- **Cloud and Data Residency:** If the proposed KYC solution is hosted on a public cloud, the cloud service provider must be empaneled with the Ministry of Electronics and Information Technology (MeitY), Government of India. The solution must be deployed in a dedicated and secure environment, and all customer data (including video recordings and logs) must

strictly reside within the geographical boundaries of India at all times, in compliance with data localization requirements.

- **Digital Personal Data Protection (DPDP) Act:** The online KYC solution must be fully compliant with the provisions of the Digital Personal Data Protection Act, 2023 and any subsequent amendments. This includes requirements related to informed data consent, purpose limitation, data minimization, storage limitation, right to erasure, and robust data security safeguards.
- **Sanctions and Risk Screening:** The solution shall provide automated modules to screen customers against updated UN Security Council (UNSC) and Ministry of Home Affairs (MHA) banned lists on a regular basis (minimum weekly) and identify Beneficial Owners as per prescribed thresholds.
- Regulatory compliance requirements as specified in [Sections 3.2.8](#) (Regulatory Compliance and Data Protection) and [3.2.9](#) (Regulatory Change and Continuous Compliance Obligation) shall apply throughout the project implementation and operations. Bidders are directed to those sections for complete details.

3.3.3 Integration

The selected Bidder must deliver comprehensive, end-to-end API-based and UI-based integration for NICL's complete digital and physical distribution ecosystem. This includes deep integration with the core insurance system (eBao), financial systems (Oracle Financials), data management platforms (SAS-MDM, ODI, OBIEE) and document repositories (OpenText Documentum). The solution must seamlessly support all internal and external customer-facing platforms, including NICL external Portals, Mobile Apps, Chatbots, specialized tie-up portals, UB Portals, MISIP Portals etc. Furthermore, the Bidder is required to implement customized onboarding journeys for all channel partners, including brokers, web-aggregators, and direct selling agents (DSAs). This integration mandate extends to all existing legacy systems as well as any new applications or portals introduced during the three-year contract period, all of which must be completed at no additional cost to NICL.

Data Integration & Continuity of KYC Services: The selected Bidder shall facilitate KYC verification through real-time integrations with NICL systems and applicable external registries (UIDAI, CERSAI/CKYCR, etc.). No bulk migration of historical KYC data is envisaged under this RFP. However, the bidder shall support transition of limited metadata (such as KYC status, reference identifiers, and audit logs), wherever technically feasible and compliant with applicable regulatory requirements. The bidder shall not be required to perform migration of sensitive KYC data (including Aadhaar, CKYC records, or customer documents) from legacy systems. The solution shall be forward-looking, transaction-based, and driven through real-time

verification workflows and integrations. For existing customers, KYC records shall be accessed in real-time via CKYC (CERSAI) or through Re-KYC as per regulatory process.

Note: No migration of existing KYC history is envisaged under this RFP. Integration scope is limited to API-based connectivity, workflow enablement, and real-time data exchange as specified in Annexure 8 – Table A (Row 2).

3.3.4 Period of contract

The contractual period shall be for a duration of three (3) years, as will be mentioned in the Purchase/Work Order. The contract shall be considered successfully completed only upon the full delivery and formal acceptance by NICL of all contracted services, in strict adherence to the requirements and standards specified in the executed agreement between NICL and the Bidder.

3.3.5 Billing Method

Billing methodology, commercial structures, and payment terms are specified in [Section 3.4](#) (Commercial & Billing) and Annexure 8 (Commercial Proposal) of this RFP. Bidders must ensure that all financial quotes are strictly based on the structures provided therein.

This fixed consideration is deemed to encompass all costs incurred by the Bidder, including but not limited to employee transportation, operational expenses, and general overheads such as stationery and utility items. NICL will not entertain individual payments for these expenses, and the quoted price must account for the entire scope of work, including licenses, implementation, maintenance, and support for the full contract tenure.

3.3.6 Execution Timeline

The implementation of the Comprehensive Online KYC Solution is structured to ensure zero operational downtime by establishing an immediate "Steady State" followed by the delivery of enhanced capabilities in subsequent phases. The execution timeline is divided into the immediate "As-Is" Steady State and the phased rollout of enhanced features.

3.3.6.1 As-Is Steady State

Within two (2) weeks after the issuance of the Purchase Order (PO) or Letter of Intent (LOI), the Bidder must achieve Steady State by implementing the existing "As-Is" KYC services. This phase must be operational across all NICL internal and external applications, portals, and partner platforms.

- **Steady State Scope:** Full implementation of CKYC Search, CKYC Fetch, eKYC /DigiLocker integration, Officially Valid Document (OVD) extraction using OCR and API based integration.
- **Operational Mandate:** The Bidder must ensure high availability and low-latency response times as per SLA requirements defined in Section 3.5 for these services across all platforms immediately upon achieving this state.

3.3.6.2 Phased Project Roadmap

Following the achievement of the initial Steady State, the Bidder shall proceed with the implementation of additional capabilities as per the following roadmap:

Phase	Duration	Key Deliverables & Capabilities
Phase 1A (As-Is)	0 - 14 days	Registry Integration & Multi-Modal Verification:
		• CKYC Search & Download: API-based retrieval of existing records within milliseconds.
		• E-KYC & DigiLocker: Integration with DigiLocker and Aadhaar-based online/offline verification .
		• OVD Processing: OCR-based extraction and verification of Voter ID, Passport, DL, etc.
		• Corporate KYC (KYB): Verification of CIN, LLPIN, GSTIN, and Beneficial Owners.
Phase 1B (Enhancement)	0 - 1 month	Dedicated Infrastructure & High Speed:
		• Dedicated Environment: Deployment on exclusive servers to ensure no co-mingling of data.
		• High Performance: Architecture shall meet the performance requirements defined in Section 3.2.10 (including support for 2400-3600 TPS with millisecond accessibility).
		Channel Partner Customization:
		• Custom Workflows: Tailored KYC flows for Web-Aggregators, Brokers, and Tie-up portals.
		• Core Integration: Seamless API/SDK integration with internal core insurance solutions.
Phase 2	0 - 3 Months	Accessibility & PwD KYC:
		• Accessible VKYC: Sign language, captions, and audio descriptions for PwD as per SC mandates.
		• Inclusive Liveness: Shall comply with accessibility requirements defined in Section 3.2.18 (including non-blinking liveness checks and thumb impression support).

	<p><u>Security Vaulting & Registry Updates:</u></p> <ul style="list-style-type: none"> • Aadhaar Data Vault: Secure storage with non-reversible keys and HSM integration (refer to Section 3.2.17). • CKYC Upload/Update: Automated filing of new KYC records and updates within the timelines prescribed under applicable regulatory guidelines and Service Level Agreements defined in Section 3.5. <p><u>Video KYC (VKYC) & Advanced Fraud Prevention:</u></p> <ul style="list-style-type: none"> • Full VKYC: AI-powered face matching, deepfake detection, and Geotagging/VPN security (refer to Section 3.2.4).
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The Bidder shall implement all functionalities, capabilities, integrations, and compliance requirements as described in this section within the stipulated timelines, unless otherwise explicitly agreed in writing by NICL.

The implementation shall be carried out in a controlled and phased manner, ensuring minimal disruption to NICL's operations and full compliance with regulatory and security requirements.

3.4 Commercial & Billing

The commercial structure under this RFP shall comprise implementation & integration cost, recurring subscription/SaaS cost, maintenance and support cost, and transaction-based operational cost, as detailed in the Commercial Proposal (Annexure 8).

All prices shall be quoted in Indian Rupees (INR) and shall be inclusive of all costs required for the complete execution of the Scope of Work under this RFP.

The Bidder shall strictly adhere to the formats prescribed in Annexure 6 (Commercial Bid Letter), Annexure 7 (Commercial Bid Particulars), and Annexure 8 (Commercial Proposal).

The billing and payment under this RFP shall be governed by the provisions of this section read in conjunction with Section 2.9 (Terms of Payment) and other relevant clauses of the RFP.

Allocation of transaction volumes and corresponding payment for transaction-based components shall be governed by the provisions specified in Section 2.4 (Selection of Bidder). In case of any inconsistency, the provisions of Section 2.4 shall prevail for such components.

3.4.1 Billing Method

The billing under this RFP shall be based on a combination of milestone-based, periodic, and transaction-based components, as detailed below:

a) Implementation & Integration Cost (One-Time, Milestone-Based):

This shall include end-to-end setup, integration with NICL systems, configuration, testing, deployment, and go-live support. This cost shall be payable only to the successful Bidder (as determined by QCBS evaluation under Section 2.4(F)) and shall not be applicable to any other bidder. The Implementation & Integration Cost shall be billed in phases linked to the achievement of milestones and Go-Live of respective project phases.

b) Subscription / SaaS Cost:

All SaaS-based services, including Aadhaar Data Vault (ADV) and related infrastructure, shall be billed on a periodic basis.

c) Maintenance and Support Cost:

Charges towards maintenance, support services, and deployment of resources shall be billed on a periodic basis based on actuals.

d) Transaction-Based Operational Cost:

Operational charges shall be billed based on actual usage, including Digital KYC transactions, Video KYC (V-CIP), API usage, CKYC operations, and compliance screening services. CKYC operations are explicitly excluded from transaction-based billing and are bundled within the SaaS/Subscription cost under Table B – Row 3 (CKYC On-Premise) as per Section 2.9(B).

All invoices shall be raised based on actual consumption and shall be supported by relevant records and documentation, and shall be subject to verification by NICL.

No payment shall be made for any unutilized services.

CKYC services (including Search, Download, Upload/Update) shall not be charged on a per-transaction basis.

The Bidder shall provide CKYC integration, access, maintenance, and version upgrades (including CKYC version 1.3 and any subsequent, prior or upgraded versions as mandated by CERSAI or regulatory authorities) as part of the overall solution.

All costs related to CKYC services shall be deemed included within the overall platform, implementation, or support costs, and no separate or additional charges shall be payable by NICL on a per-hit or per-transaction basis.

The Bidder shall ensure continuous compliance with requirements of CERSAI and regulatory authorities without any additional cost during the contract period.

3.4.2 Payment Milestones

Payments under this RFP shall be made in accordance with the following schedule:

a) Implementation & Integration Cost:

- i. 30% of the implementation cost shall be payable upon Go-Live, acceptance, and sign-off by NICL for Phase 1 capabilities.
- ii. 20% shall be payable after completion of 3 months from successful Go-Live of Phase 1.
- iii. 30% of the implementation cost shall be payable upon Go-Live, acceptance, and sign-off by NICL for Phase 2 capabilities.
- iv. 20% shall be payable after completion of 3 months from successful Go-Live of Phase 2.

b) Subscription / SaaS Cost:

All SaaS-based services shall be paid on a quarterly basis in arrears.

c) Maintenance and Support Cost:

Payments shall be made on a quarterly basis based on actual services rendered and invoices raised.

d) Recurring Operational Cost:

Payments shall be made on a quarterly basis based on successful transactions executed and synchronized with NICL systems, including Digital KYC, Video KYC (V-CIP), and compliance screening services.

e) General Conditions:

- i. Payments shall be released only upon verification and acceptance of invoices by NICL.
- ii. NICL shall pay undisputed invoices within 45 days from the date of receipt.
- iii. No advance payment shall be made.
- iv. Applicable taxes, including TDS, shall be deducted as per prevailing laws.
- v. Any applicable penalties or deductions shall be adjusted at the time of payment.

For SLA applicability post-Go-Live, refer to Section 3.5.

3.4.3 Implementation Delay & Liquidated Damages (LD)

(i) Milestone Timelines

The Bidder shall strictly adhere to the following implementation timelines. The timeline clock shall commence from the later of: (a) the date of issuance of Purchase/Work Order, or (b) the date of written handover of all NICL dependencies (systems, access, credentials, APIs) as certified by both parties.

Milestone	Timeline (Calendar Days)	Measurable Completion Criteria
Stabilization to 'As-Is' state	Within 14 calendar days	<ul style="list-style-type: none"> All core KYC APIs (CKYC Search/Fetch, eKYC, OVD-OCR) successfully integrated and responding System generates audit logs for each transaction Formal sign-off by NICL
Phase 1 Go-Live	Within 30 calendar days	<ul style="list-style-type: none"> All Phase 1 deliverables as per Section 3.3.6 – Execution Timeline completed UAT sign-off obtained from NICL Formal Go-Live certificate signed by NICL
Phase 2 Go-Live	Within 90 calendar days	<ul style="list-style-type: none"> All Phase 2 deliverables as per Section 3.3.6 – Execution Timeline completed VKYC, ADV, CKYC upload fully operational PwD accessibility features demonstrated and accepted Formal Go-Live certificate signed by NICL

(ii) Definition of "Delay" (Measurable)

For the purposes of this clause, "delay" shall mean:

(a) The failure of the Bidder to achieve the formal "Sign-off" (as defined below) for a milestone by 11:59:59 PM IST on the scheduled completion date; OR

(b) Where NICL has not issued sign-off due to incomplete or non-compliant delivery, the date on which NICL issues a written "Deficiency Notice" specifying the incomplete items shall be deemed the start date for calculating delay.

(iii) Definition of "Sign-off" (Measurable)

"Sign-off" shall mean a written document, signed by NICL's authorized representative, confirming that:

- (a) All deliverables for the milestone have been submitted;
- (b) All acceptance criteria defined in clause (i) above have been met;
- (c) UAT has been successfully completed with zero critical or high-severity defects (severity classification as per Annexure 12);
- (d) No outstanding showstopper or blocking issues remain.

NICL shall provide sign-off or issue a Deficiency Notice within 5 working days of Bidder's written claim of milestone completion. If NICL fails to respond within 5 working days, the milestone shall be deemed as accepted for the purpose of LD calculation only (without prejudice to other contractual obligations).

(iv) Liquidated Damages Calculation (Measurable)

In case of delay attributable to the Bidder:

Delay Period	LD Calculation
Days 1-7	Nil (grace period)
Day 8 onwards	1% of milestone payment value for each completed week of delay (or part thereof)

Formula: LD = Milestone Payment Value × 1% × (Number of completed weeks of delay after Day 7)

Example: If milestone value = ₹50,00,000 and delay = 20 days

- Day 1-7: No LD
- Day 8-14 (Week 1 completed): ₹50,00,000 × 1% = ₹50,000
- Day 15-20 (Week 2 partial - treated as completed week): ₹50,00,000 × 1% = ₹50,000
- Total LD = ₹1,00,000

(v) Caps (Measurable)

- (a) Per milestone cap: 10% of the milestone payment value
- (b) Aggregate contract cap: 10% of the total Contract Value (as per Section 2.17(d))

(vi) Measurement & Dispute Resolution for Delay

- (a) **Bidder-claimed completion:** Bidder shall submit written "Milestone Completion Claim" with evidence of all deliverables.

(b) **NICL response period:** NICL shall respond within 5 working days (as defined in Section 3.5.2(xii)) either:

- Issuing formal Sign-off; OR
- Issuing Deficiency Notice with itemized list of incomplete/non-compliant deliverables.

(c) **Deemed acceptance for LD purposes:** If NICL fails to respond within 5 working days, the milestone shall be deemed complete for LD calculation purposes. LD shall cease to accrue from the date of Bidder's claim.

(d) **Deficiency rectification period:** For valid deficiencies, Bidder shall have 7 calendar days to rectify. LD shall continue to accrue during this period unless the deficiency is attributable to NICL.

(vii) NICL Dependencies (Measurable Exclusions)

Delay shall **not** be attributable to the Bidder if the delay is caused solely by:

Dependency	Evidence Required
NICL systems/infrastructure unavailability	NICL-acknowledged incident ticket with timestamp
NICL failure to provide required access/credentials	Email correspondence with dates
NICL failure to respond to UAT sign-off within 5 working days	Dated email with acknowledgment
External regulatory downtime (UIDAI, CERSAI, etc.)	System-generated downtime logs or public notice
Force Majeure (as per Clause 2.35)	Documentary evidence as per Clause 2.35

Procedure: The Bidder shall notify NICL in writing within 2 working days of becoming aware of any such dependency delay, along with evidence. Failure to notify within 2 working days shall disqualify the Bidder from claiming exclusion for that period.

(viii) Partial Completion (Measurable)

If the Bidder has substantially completed a milestone (defined as $\geq 90\%$ of deliverables completed as per the milestone acceptance criteria), NICL may, at its sole discretion:

- Issue a Partial Go-Live for the completed components;
- Allow the remaining components to be completed as a separate sub-milestone;
- LD shall be calculated proportionately based on the value of incomplete components only.

Formula: $LD = (\text{Value of incomplete components}) \times 1\% \times (\text{Completed weeks of delay after Day 7})$

(ix) Milestone Acceptance Criteria (Mandatory Deliverables)

The following shall be mandatory for acceptance of any milestone. Each item is measurable and verifiable:

Deliverable	Measurement Criteria
End-to-end integration with NICL systems	All APIs successfully called from NICL's UAT environment with response time ≤ 3 sec for $\geq 95\%$ transactions (logged evidence)
Successful API connectivity	API gateway logs showing successful request-response cycle for all required APIs
CKYC integration readiness	At least one successful test upload to CERSAI staging environment with acknowledgment
Security validation	VAPT report from CERT-In empanelled auditor with no high-risk vulnerabilities open
UAT sign-off	Signed UAT completion certificate from NICL with zero critical/severe defects

(x) Right to Withhold Payment (Measurable)

NICL reserves the right to withhold 100% of the milestone payment until:

- (a) Formal sign-off is issued; OR
- (b) Deficiency Notice is resolved and NICL confirms resolution.

(xi) Delay Escalation & Material Breach (Measurable)

Condition	Trigger	Consequence
Delay notice	Delay ≥ 1 day beyond milestone date	NICL issues written delay notice
CAP submission	Within 5 working days of delay notice	Bidder submits CAP with revised dates
Material breach	Delay exceeds 30 calendar days from milestone date (regardless of CAP)	NICL may terminate for default
Extended material breach	Delay exceeds 60 calendar days	NICL may invoke PBG (up to 100%) and initiate blacklisting proceedings

(xii) Relationship with SLA

Liquidated Damages under this Section 3.4.3 shall apply only during implementation phase (pre-Go-Live). Post Go-Live, SLA penalties under Section 3.5 shall apply independently. However, any delay in Go-Live shall not entitle the Bidder to extension of SLA penalty commencement unless expressly agreed in writing.

(xiii) No Waiver

Non-application or partial application of LD in any instance shall not be construed as a waiver of NICL's right to levy LD or enforce other contractual remedies in future instances. Each instance of delay shall be measured and evaluated independently.

3.5 Service Level Agreement (SLA)

3.5.1 Applicability and Framework

(i) SLA monitoring and associated penalties under this section shall become applicable only after successful Go-Live and formal sign-off of the respective implementation milestones by NICL.

(ii) The implementation phase (pre-Go-Live) shall be governed by the Liquidated Damages (LD) provisions defined under Section 3.4.3.

(iii) SLA shall be measured on a monthly basis (each calendar month from 00:00:00 on day 1 to 23:59:59 on last day of that month) and evaluated and enforced on a quarterly basis (three consecutive calendar months: April-June, July-September, October-December, January-March), aligned with the payment cycle defined in Section 3.4.

(iv) This SLA applies to Scope of Work (Section 3.2), including Functional Capabilities, Video KYC (V-CIP), Compliance Screening, CKYC Management, Regulatory Compliance, Performance & Scalability (2400–3600 TPS), Security & Audit, PwD accessibility, DPDP Act & Data Residency (Annexure 17), and Aadhaar Data Vault (ADV) compliance (Annexure 18).

(v) CKYC services shall be bundled within SaaS/Subscription cost and shall not be charged on a per-transaction basis.

For implementation delay penalties (pre-Go-Live), refer to Section 3.4.3.

3.5.2 Measurement, Monitoring & Governance

(i) All SLA parameters shall be monitored on a 24×7×365 basis using system-generated, time-stamped, and auditable logs from monitoring tools, API gateways, application logs, and ticketing systems.

(ii) SLA evaluation shall primarily rely upon measurable, system-generated, time-stamped, and auditable records. Manual intervention or interpretation shall be minimized except where required for dispute resolution, audit validation, regulatory review, or exclusion verification.

(iii) In case of any discrepancy between Bidder logs and NICL logs, NICL's logs and records shall prevail for SLA calculation purposes. The Bidder may request a copy of NICL's logs for verification within 5 working days of any penalty deduction.

(iv) **Downtime Definition:** Downtime shall mean any continuous period measured in 60-second intervals during which the service returns HTTP 5xx errors, no response, or is otherwise unavailable for valid business transactions, excluding approved exclusions listed in the table below under Section 3.5.4(D).

(v) Penalties shall be treated as service credits and deducted at source from the respective quarterly invoice component.

(vi) Penalties shall be computed on a quarterly basis as the sum of monthly penalties for that quarter, and deducted from the respective cost component of the invoice to which the SLA relates.

(vii) **SLA Calculation Formula:** For each parameter, monthly performance = (Compliant Measurements / Total Measurements) × 100. Penalty for the quarter = Sum of monthly penalties for that quarter.

(viii) SLA penalties shall apply only to deviations attributable to the Bidder. Deviations caused by events listed in exclusion clauses shall be excluded from calculation. The burden of providing contemporaneous evidence for exclusions shall rest with the claiming party.

(ix) The Bidder shall submit a Monthly SLA Compliance Report (system-generated) of all the months in a quarter along with every invoice within 5 working days of quarter end. Invoices submitted without this report and supporting evidence shall be withheld until receipt.

(x) NICL reserves the right to independently validate, audit, or recompute SLA performance using its own tools or third-party auditors. The Bidder shall provide full cooperation within 5 working days of audit request.

(xi) Overall SLA Penalty Cap:

The aggregate SLA penalties under all categories during any quarter shall not exceed ten percent (10%) of the total applicable Quarterly Invoice Value excluding taxes (as defined in Section 2.1).

Maximum Allowed Quarterly Penalty =(Total Applicable Quarterly Invoice Value excluding Taxes) × 10%

If the aggregate calculated SLA penalties exceed the above limit, the total recoverable penalty shall be restricted to the above cap.

For the avoidance of doubt, the 10% cap in Section 2.17(d) applies to the aggregate of all penalties (including SLA penalties and Liquidated Damages) over the entire contract period.

(xii) **Definition of Measurement Periods:**

Term	Definition
Month	Calendar month from 00:00:00 IST on day 1 to 23:59:59 IST on last day
Quarter	Three consecutive calendar months (Apr-Jun, Jul-Sep, Oct-Dec, Jan-Mar)
Partial Month	For Go-Live occurring mid-month, measurement from Go-Live datetime to month end
Working Day	Working Day means Monday through Friday, excluding public holidays declared by the Government of India.
Monthly Component Cost	For the purpose of SLA calculation, Monthly Component Cost shall mean: Monthly Component Cost = Applicable Quarterly Cost Component ÷ 3. Unless otherwise specified, all SLA penalties shall be computed monthly and aggregated at quarterly level for deduction from invoices.

(xiii) **Rounding Convention:** All percentage calculations shall be rounded to two decimal places (0.00%). 0.005% and above shall be rounded up; below 0.005% shall be rounded down.

(xiv) **Aggregation Rule :** All SLA penalties across categories shall be aggregated at a quarterly level and shall be subject to both component-wise caps and the overall contract cap (Section 2.17(d)), whichever is lower.

(xv) **No Relief from Other Obligations:** SLA penalties, service credits, or deductions under this section shall not relieve the Bidder from its contractual obligations, liabilities, warranties, indemnities, or regulatory compliance responsibilities under the Agreement.

(xvi) **External Dependency Resiliency:** Repeated or prolonged failures of external dependencies (including but not limited to UIDAI, CERSAI, CKYCR, and third-party APIs) shall not relieve the Bidder from its obligation to implement reasonable resiliency, retry, queueing, alerting, fallback, or operational mitigation mechanisms as per industry best practices.

3.5.3 SLA to Cost Component Mapping

Penalties shall be applied component-wise as follows:

SLA Category	Applies To	Cost Component	Reference
Availability (Uptime) SLA	Platform & Service Uptime	SaaS / Subscription Cost (Table B)	Section 3.5.4
Technical Performance SLA	API / VKYC Performance	Transaction-Based Cost (Table C)	Section 3.5.5
CKYC Regulatory Compliance	CKYC Upload & Processing	SaaS / Subscription Cost (Table B)	Section 3.5.6
Support & Incident Management	Incident Resolution, RCA, & Chronic Breach Management	Support & Manpower Cost (Table B)	Section 3.5.7

3.5.4 System Availability (Uptime SLA)

Applicability: SaaS / Subscription Cost (Table B)

A. SLA Targets

Service Component	Uptime Requirement (Monthly)
Core KYC APIs (eKYC, OCR, ADV, Digital KYC)	99.90%
Video KYC (V-CIP) Platform (including PwD-assisted workflows)	99.50%
CKYC Application (On-Premise components under Bidder scope)	99.00%
Support Portal / MIS Dashboard	99.00%

B. Uptime Calculation Formula

Uptime % = [(Total Minutes in Month - Downtime Minutes) / Total Minutes in Month] × 100

Where:

- Total Minutes in Month = Number of days in month × 24 × 60
- Downtime Minutes = Total minutes where service was unavailable (excluding Section 3.5.4(D) exclusions)
- Measurement starts from Go-Live datetime for partial month

Example 1 (Full Month): Month with 43,200 minutes, Downtime = 60 minutes
Uptime % = $(43,200 - 60) / 43,200 \times 100 = 99.86\%$

Example 2 (Partial Month): Go-Live on 15th at 10:00 AM, remaining days = 16.5 days = 23,760 minutes, Downtime = 120 minutes
Uptime % = $(23,760 - 120) / 23,760 \times 100 = 99.49\%$

C. Penalty (Applicable on Monthly SaaS / Subscription Component Cost).

For the purpose of penalty calculation:

Monthly SaaS / Subscription Cost = Applicable Quarterly SaaS / Subscription Cost ÷ 3

Achieved Monthly Uptime	Penalty (% of Monthly SaaS / Subscription Cost)
≥ Target Uptime	0%
99.90% to 99.0%	2%
98.0% to < 99.0%	5%
< 98.0%	10%

Penalty Calculation Formula:

Penalty Amount = (Monthly SaaS / Subscription Cost) × (Applicable Penalty Percentage ÷ 100)

Monthly penalties shall be aggregated quarterly and deducted from the applicable invoice subject to the overall cap defined under Section 3.5.2(xi).

D. Exclusions (must be supported by contemporaneous logs provided within 5 working days of event):

Exclusion	Required Evidence	Maximum Exclusion Period
NICL infrastructure, network, DC/DR, or hardware issues	NICL-acknowledged incident ticket with timestamp	Duration stated in ticket
External systems (UIDAI, CERSAI/CKYCR, third-party registries)	System-generated downtime logs or public notice URL	Duration of published downtime
Approved scheduled maintenance windows	Written approval from NICL received at least 48 hours in advance	As approved in writing
Force Majeure events	Documentary evidence as per Clause 2.35	As determined in Clause 2.35

Note: For on-premise CKYC components, SLA shall be limited to the application/service layer under the Bidder's control. NICL infrastructure, network, and DC/DR are excluded. Approved change implementation activities, deployment windows, or NICL-approved release activities impacting production systems shall be excluded from SLA calculations for the specifically impacted services during the approved maintenance/change window.

3.5.5 Technical Performance SLA

Applicability: Transaction-Based Cost (Table C)

A. Performance Parameters

Parameter	Requirement	Measurement Basis	Penalty (on Monthly Transaction Cost for that parameter)
API Response Time	≤ 3 seconds for ≥95% of monthly transactions	Server-side API logs, 95th Percentile Value	≥95% compliance → 0% 90% to <95% compliance → 1% <90% compliance → 3%
API Success Rate	≥ 99% of monthly transactions	Server-side API logs, success/total	≥99% compliance → 0% 97% to <99% compliance → 1% <97% compliance → 3%

VKYC Processing Time	≤ 60 seconds for ≥95% of monthly sessions	Server-side logs (excluding customer device/network latency)	≥95% compliance → 0% 90% to <95% compliance → 1% <90% compliance → 3%

Note 1 – API Success Rate Definition: For the purpose of this SLA, HTTP status codes such as 204 (No Content), 206 (Partial Content), or other incomplete/non-business responses shall not be treated as successful transactions unless explicitly applicable and approved by NICL for the relevant workflow.

Valid Transaction means any production transaction request successfully received by the Bidder platform excluding:

- Test transactions,
- Security or vulnerability scan traffic,
- Duplicate retry requests generated due to Bidder-side failures (same unique request ID),
- Malformed requests rejected prior to processing.

B. API Response Time Calculation Formula

Step 1: For each valid API transaction, record response time in milliseconds (server-side)

Step 2: Sort all response times for the month in ascending order

Step 3: 95th Percentile Value = Value at position $(0.95 \times \text{Total Transactions})$

Step 4: Compliance Status = PASS if 95th Percentile Value ≤ 3000 milliseconds (3 seconds)

Step 5: Monthly Compliance Percentage shall be calculated based on actual monthly transaction measurements and evaluated independently for each calendar month.

Example: 1,000 transactions in month. 950th sorted value = 2,800 ms. Compliance = PASS (0% penalty).

C. API Success Rate Calculation Formula

Success Rate % = (Successful Transactions / Total Valid Transactions) × 100

Where:

- Successful Transactions = API requests resulting in valid and complete business transaction responses, normally accompanied by applicable HTTP 2xx response codes and valid data payloads, excluding incomplete or partial responses such as HTTP 204, HTTP 206, or other non-business/incomplete responses unless explicitly approved by NICL for the relevant workflow.

- Total Valid Transactions = All valid API requests received by the Bidder system excluding the exclusions listed in Section 3.5.5(A).

Example:

Month with 1,000,000 Total Valid Transactions and 995,000 Successful Transactions:

Success Rate % = (995,000 ÷ 1,000,000) × 100 = 99.5%

Result: PASS (0% penalty)

D. VKYC Processing Time Calculation Formula

Step 1: For each VKYC session, record queue entry timestamp and session completion timestamp

Step 2: Processing Time = Session Completion Time - Queue Entry Time (in seconds)

Step 3: Exclude from calculation any session where:

- Customer bandwidth < 512 kbps (as measured by WebRTC stats)
- Customer device reported as mobile with 3G or lower network

Step 4: 95th Percentile Value = Value at position (0.95 × Total Valid Sessions)

E. Penalty Calculation Formula

Monthly Penalty Amount per parameter = (Monthly Transaction Cost for that parameter) × (Penalty Percentage ÷ 100)

Total Monthly Penalty for Technical Performance = Sum of penalties for API Response Time + API Success Rate + VKYC Processing Time

Quarterly Penalty = Sum of monthly penalties for the quarter, subject to overall cap per Section 3.5.2(xi)

F. Exclusions (must be supported by logs provided within 5 working days)

Exclusion	Required Evidence
External dependencies (UIDAI, CERSAI, third-party APIs)	System logs showing dependency timeout/error + public downtime notice
NICL-side infrastructure or network issues	NICL-acknowledged incident ticket
Approved maintenance windows	Written approval from NICL received at least 48 hours in advance
Force Majeure events	Documentary evidence as per Clause 2.35

3.5.6 Regulatory & Operational Compliance SLA (CKYC)

Applicability: SaaS / Subscription Cost (Table B)

A. Upload Timeline Requirement

All completed KYC records shall be uploaded to CKYCR within **3 working days or as per the prevailing regulatory timelines** from successful KYC completion.

B. Definitions

Term	Definition
KYC Completion	Timestamp when customer data and documents are successfully captured and validated in the system, as recorded in system logs
Upload	Successful transmission to CKYCR with acknowledgment received
Delayed Record	Record where (Upload Timestamp - KYC Completion Timestamp) > 3 working days or as per the prevailing regulatory timelines

C. Penalty Calculation Formula

Step 1: Calculate Monthly Delay Percentage

Delay % = (Number of Delayed Records in Month / Total CKYC Records Processed in Month) × 100

Step 2: Check Trigger Condition

Penalty Applicable = YES if Delay % > 2%

Step 3: Calculate Penalty Amount (if applicable)

Penalty Calculation Order:

Step A: Calculate Base Penalty

Base Penalty =
 Σ (Number of Delayed Records × Number of Days Delayed per Record × ₹10)

Where:

- Number of Days Delayed per Record = Ceiling[(Upload Date - KYC Completion Date) – 3 working days or prevailing regulatory timelines]

Step B: Apply Per-Record Cap

Per-Record Capped Penalty =
 Σ Min(Base Penalty per Record, ₹100)

Step C: Apply Quarterly Cap

Final Penalty =
Min(Per-Record Capped Penalty, Quarterly SaaS / Subscription Cost × 0.05)

Basis and Justification of Penalty Amount:

The penalty of ₹10 per record per day of delay represents a reasonable pre-estimated measure of operational, compliance, and administrative impact based on:

- Regulatory Compliance Exposure – IRDAI/CERSAI scrutiny for delayed uploads
- Reconciliation Burden – Manual tracking, validation, and follow-up efforts
- Audit Trail Integrity – Compromised audit trails and additional procedures

- Data Retention Risk – Data mismatch, duplicate records, and non-compliance
- Deterrence and Accountability – Incentivizing timely regulatory compliance

Caps:

- Per-record cap: Maximum penalty per record shall not exceed ₹100 (Rupees One Hundred only), irrespective of total days delayed.
- Per-quarter cap: Total penalty under this clause shall not exceed 5% of Quarterly SaaS / Subscription Cost.

Example:

Total records processed in month: 10,000

Delayed records: 300

Delay % = $(300 \div 10,000) \times 100 = 3\%$ (>2%, therefore penalty applicable)

Illustration:

- 100 records delayed by 4 days each
- 200 records delayed by 3 days each

Calculated Base Penalty:

= $(100 \times 4 \times ₹10) + (200 \times 3 \times ₹10)$

= ₹4,000 + ₹6,000

= ₹10,000

Per-record cap validation:

- Penalty per record delayed by 4 days = ₹40

- Penalty per record delayed by 3 days = ₹30

Since the calculated penalty per individual record (₹40 and ₹30) does not exceed the per-record cap of ₹100, the per-record cap does not reduce the penalty. The applicable penalty shall remain ₹10,000, subject to the quarterly cap defined above.

D. Cap

Maximum penalty under this clause shall be 5% of Quarterly SaaS or Subscription Cost.

Maximum Allowed Penalty = Quarterly SaaS or Subscription Cost \times 0.05

If Calculated Penalty > Maximum Allowed Penalty, then Penalty = Maximum Allowed Penalty

E. Reporting & Evidence Requirement

CKYCR penalty calculations shall be supported by system-generated calculation sheets as part of the Quarterly SLA Compliance Report submitted under Section 3.5.12.

F. Exclusions (must be supported by evidence within 5 working days)

Exclusion	Required Evidence
CKYCR/CERSAI downtime	System logs showing upload failure + CERSAI public notice or email confirmation
Rejections beyond Bidder's control	CKYCR rejection code showing data validation error not caused by Bidder mapping
NICL delays	Email correspondence showing NICL provided KYC data after 3 working days from completion
Force Majeure	Documentary evidence as per Clause 2.35

G. Special Rules

- Only successfully uploaded records shall be considered for closure of delay calculation.
- Rejected records due to Bidder-side data or processing errors shall count toward delay calculation.
- Rejected records where rejection is attributable to CKYCR system issues shall be excluded from delay calculation.

3.5.7 Support & Incident Management SLA

Applicability: Support & Manpower Cost (Table B)

A. Incident Severity Definitions (Measurable per month)

Priority	Definition	Measurable Criteria
P1	Critical outage / system unavailable	<ul style="list-style-type: none"> • 100% of API requests returning HTTP 5xx for ≥ 5 minutes • OR complete inability to initiate VKYC sessions for ≥ 5 minutes • OR any failure causing regulatory non-compliance
P2	Partial degradation impacting	<ul style="list-style-type: none"> • API success rate between 95% and 99% for ≥ 15

	operations	minutes • OR API response time >5 seconds for ≥95% of requests for ≥15 minutes • OR VKYC success rate <90% for ≥15 minutes
P3	Minor / non-critical issues	• Any issue not meeting P1 or P2 criteria • Cosmetic defects, UI issues, or report generation delays • No impact on core KYC processing

B. Resolution Time Requirements

Priority	Resolution Time (measured from ticket creation to closure)
P1	4 hours (240 minutes)
P2	8 hours (480 minutes)
P3	48 hours (2,880 minutes)

C. Measurement Controls

- All incidents shall be logged in a system-based ticketing tool acceptable to NICL.
- Resolution time shall be measured from ticket creation timestamp (automatically generated) to ticket closure timestamp (when Bidder marks resolved and NICL confirms).
- Incident priority (P1/P2/P3) shall be system-defined based on pre-configured criteria in Section A above and shall not be manually altered by either party.

D. P1 Penalty Calculation Formula

P1 Violation Minutes = Max(0, Actual Resolution Minutes - 270 minutes)

Where:

- 270 minutes = 240 minutes resolution SLA + 30 minutes grace period

- Actual Resolution Minutes = (Ticket Closure Timestamp - Ticket Creation Timestamp) in minutes

P1 Penalty Amount per incident = Ceiling(P1 Violation Minutes ÷ 60) × ₹3,000

Monthly P1 Penalty = Sum of penalties for all P1 incidents in the month

Quarterly P1 Penalty = Sum of monthly P1 penalties for the quarter

Basis and Justification of Penalty Amount:

The penalty of ₹3,000 (Rupees Three Thousand only) per hour of delay (or part thereof) represents a

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reasonable pre-estimated measure of the operational and business impact arising from P1 (Critical) incidents, based on the following factors:

Scenario	Actual Resolution Time	SLA Threshold (Including 30-Minute Grace)	Violation Minutes Formula	Violation Minutes	Penalty Calculation	Applicable Penalty
Example 1	5 hours (300 minutes)	270 minutes	300 - 270	30 minutes	Ceiling(30 ÷ 60) × ₹3,000 = 1 × ₹3,000	₹3,000
Example 2	4 hours 15 minutes (255 minutes)	270 minutes	255 - 270	Negative value treated as 0	No violation	₹0
Example 3	3 hours 50 minutes (230 minutes)	270 minutes	230 - 270	Negative value treated as 0	No violation	₹0

E. P2 Penalty Calculation Formula

Step 1: Calculate Monthly P2 Breach Percentage

P2 Breach % = (Number of P2 tickets with Resolution Time > 480 minutes in the month / Total P2 tickets logged in the month) × 100

Step 2: Check Trigger Condition

Penalty Applicable = YES if P2 Breach % > 5%

Step 3: Calculate Penalty Amount (if applicable)

P2 Penalty Amount = Quarterly Support Cost × 0.01

Clarification: If P2 breach occurs in multiple months of the same quarter, the penalty shall be applied only once per quarter, not cumulatively per month.

Example:

- Total P2 tickets in month: 100

- P2 tickets with resolution > 480 minutes: 7
- P2 Breach % = $(7 / 100) \times 100 = 7\%$ (>5% threshold, penalty applicable)
- Quarterly Support Cost = ₹15,00,000
- P2 Penalty = ₹15,00,000 \times 0.01 = ₹15,000

Quarterly P2 Penalty = Penalty amount if triggered in any month of the quarter (applied once per quarter)

F. P3 Penalty

No direct penalty. P3 incidents shall be monitored for service quality. If P3 incidents exceed 50 in a quarter or average resolution time exceeds 72 hours for two consecutive quarters, NICL may escalate to governance review under Section 3.5.11.

G. Caps

Cap Type	Basis of Calculation	Maximum Permissible Penalty
Maximum P1 Penalty per Quarter	Quarterly Support Cost \times 0.05	5% of Quarterly Support Cost
Maximum P2 Penalty per Quarter	Quarterly Support Cost \times 0.05	5% of Quarterly Support Cost
Aggregate Penalty Cap for P1 + P2 per Quarter	Min (Calculated Quarterly P1 Penalty + Calculated Quarterly P2 Penalty, Quarterly Support Cost \times 0.05)	Lower of actual calculated penalty or 5% of Quarterly Support Cost

H. Exclusions (must be supported by evidence within 5 working days)

Exclusion	Required Evidence
Issues attributable to NICL infrastructure	NICL-acknowledged incident ticket with timestamp
Third-party system failures	System logs showing dependency timeout + third-party status page
Approved maintenance windows	Written approval from NICL received at least 48 hours in advance
Force Majeure events	Documentary evidence as per Clause 2.35

I. Chronic SLA Breach

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If the Bidder breaches any Critical SLA parameter continuously for three (3) consecutive months or five (5) cumulative months during any contract year, NICL shall have the right to:

- Issue a formal corrective action notice,
- Invoke enhanced governance review,
- Seek additional remediation measures at Bidder cost,
- Invoke applicable contractual remedies including risk purchase, forfeiture of Performance Security, or termination for material breach, if unresolved within timelines prescribed by NICL.

J. Root Cause Analysis (RCA)

The Bidder shall submit detailed Root Cause Analysis (RCA) reports for all incidents as per below timelines:

Priority	RCA Submission Timeline
P1	Within 24 hours from resolution
P2	Within 3 working days from resolution
P3	Within 5 working days from resolution

RCA reports shall include:

- Incident summary,
- Root cause,
- Impact analysis,
- Corrective actions taken,
- Preventive measures,
- Steps to avoid recurrence.

Recurring incidents arising from the same root cause more than three (3) times in a quarter shall be treated as Repeat Incidents and may trigger enhanced governance review and corrective action requirements by NICL.

3.5.8 Non-Penalty Compliance Obligations

The following are mandatory contractual obligations enforceable through governance, payment withholding, suspension, or termination:

Obligation	Reference	Rectification Timeline
Aadhaar Data Vault (ADV) compliance	Annexure 18	5 working days for critical issues; 15 working days for others
DPDP Act & Data Residency	Annexure 17	5 working days for data breach; 15 working days for compliance gaps
Security compliance (CERT-In empanelment, periodic VAPT)	Section 3.2.11	10 working days for VAPT remediation; 5 working days for critical vulnerabilities
Scalability (2400–3600 TPS without degradation)	Section 3.2.10	10 working days
PwD accessibility	Annexure 20	15 working days
Continuous regulatory change management	Section 3.2.9	As per regulatory timeline, but not exceeding 15 working days

Enforcement Process:

Step	Action	Timeline
1	NICL issues written notice of non-compliance	Day 0
2	Bidder submits rectification plan	Within 5 working days
3	Bidder rectifies non-compliance	As per applicable timeline in table above
4	If unresolved after rectification timeline + 5 working days	Payment withholding, suspension, or termination as per Section 2.20

3.5.9 Security Incident & Vulnerability Management SLA

Applicability: SaaS / Subscription Cost (Table B)

A. Security Incident Reporting Requirements

The Bidder shall notify NICL of any actual or suspected security incident impacting NICL systems, customer data, Aadhaar data, CKYC records, or regulatory compliance within one (1) hour of detection.

B. Vulnerability Resolution Timelines

Severity	Maximum Resolution Timeline
Critical Vulnerability	24 Hours
High Vulnerability	72 Hours
Medium Vulnerability	15 Calendar Days
Low Vulnerability	As mutually agreed

Severity classification shall be based on CVSS score and industry-standard security assessment frameworks.

C. Penalty

Failure to comply with the above timelines shall attract a penalty of 1% of Monthly SaaS / Subscription Cost per instance subject to an overall quarterly cap of 5% of Quarterly SaaS / Subscription Cost.

D. Evidence Requirement

All incidents, vulnerability assessments, patches, remediation reports, and closure evidence shall be supported through system-generated logs, audit reports, ticketing systems, and security assessment records.

E. Exclusions

Exclusions under this section shall be limited to:

- Force Majeure events(as defined in Section 2.35);
- NICL-approved maintenance activities; and
- Vulnerabilities attributable solely to NICL-managed infrastructure not under Bidder control.

3.5.10 Persistent SLA Breach & Corrective Action

A. Trigger Condition

Persistent breach shall be deemed to have occurred if:

Condition	Measurable Criteria
Condition 1	Same SLA parameter breached for 3 consecutive months (i.e., months M, M+1, and M+2 all show breach)
Condition 2	5 or more SLA breach instances in a single calendar quarter for the same parameter

B. Bidder Actions Upon Trigger

Action	Timeline	Deliverable
Submit Corrective Action Plan (CAP)	Within 5 working days of NICL's written notice	CAP document as per Section C below
Implement approved CAP	As per CAP milestone dates	Progress evidence
Provide weekly progress reports	Every Friday until resolution	Written report with status and evidence

C. CAP Content Requirements

The CAP shall contain the following measurable elements:

Element	Requirement
Root cause analysis	Specific technical or process failure identified with evidence
Corrective measures	Specific actions to be taken, with responsible person named
Implementation timeline	Milestone dates for each action (not exceeding 30 days)
Preventive measures	Process or system changes to prevent recurrence
Escalation commitment	Name and designation of Bidder's senior responsible officer

D. NICL Rights Upon CAP Failure

If the Bidder fails to submit CAP within 5 working days, or fails to implement CAP as approved:

NICL Action	Condition
Withhold any outstanding payments	At NICL's sole discretion
Suspend specific services or the entire contract	After 10 working days written notice
Terminate the contract for default	As per Section 2.20, with 30 days written notice
Invoke Performance Bank Guarantee	As per Section 2.14

3.5.11 SLA Review & Rationalization

A. NICL Right to Review

NICL may initiate SLA review upon occurrence of any of the following measurable events:

Review Trigger	Measurable Criteria
Regulatory change	Notification of change from IRDAI, UIDAI, CERSAI, or RBI
External dependency impact	3 or more SLA breaches in a quarter caused by same external dependency
Volume change	Transaction volume exceeds 150% of RFP estimate for 2 consecutive months
Operational experience	3 or more disputes on same SLA parameter in 6 months

B. Review Process

Step	Action	Timeline
1	NICL issues written review request with proposed changes	Day 0
2	Bidder provides written response	Within 10 working days
3	Mutual discussion and agreement	Within 15 working days of Step 2
4	Formal addendum executed	Within 10 working days of agreement

C. Change Documentation

Any modification to SLA parameters, thresholds, or penalties shall be:

- Mutually agreed in writing
- Documented through a formal addendum to the contract
- Signed by authorized representatives of both parties
- Effective from date specified in addendum

D. Temporary Relaxations

Temporary relaxations, if any, shall be:

- Case-specific (limited to a particular incident or period)
- Time-bound (specific start and end dates, not exceeding 30 days)
- Recorded in writing with reasons
- Signed by NICL's authorized representative

3.5.12 Reporting, Invoice Compliance & Audit Rights

A. Quarterly SLA Compliance Report Requirements

The Bidder shall submit the Quarterly SLA Compliance Report within **5 working days** of the end of each quarter, containing:

Report Component	Required Content
Uptime reports	Component-wise monthly uptime percentage, calculation worksheet, exclusion logs
API performance	Monthly API response time (95th percentile), success rate, VKYC processing time
Incident reports	P1/P2/P3 tickets with creation timestamp, closure timestamp, resolution duration, breach status
CKYC compliance	Monthly record count, delayed records count, delay percentage, penalty calculation
Transaction reconciliation	Total transactions, successful transactions, billable transactions, excluded transactions
ADV logs	Token generation count, access logs, key rotation dates (as per Annexure 18)
Self-calculated penalties	Parameter-wise penalty calculation, total penalty for quarter

All reports shall be **system-generated, time-stamped, and auditable**. Manual reports or manually edited reports shall be rejected.

B. Invoice Compliance

Condition	Consequence
Report submitted with complete evidence within 5 working days	Invoice processed as per Section 2.9
Report submitted after 5 working days but within 15 working days	Payment delayed by number of days of delay

Report not submitted within 15 working days	Invoice withheld until receipt of complete report
Report submitted but evidence incomplete	NICL notifies Bidder; payment held pending complete submission

C. Audit Rights

Audit Type	Notice Period	Scope	Bidder Response Timeline
Regular audit	15 working days	SLA logs, computations, systems	Provide access within 5 working days
For-cause audit	3 working days	Specific SLA parameter or incident	Provide access within 2 working days
Regulatory audit	As per regulator notice	As per regulator scope	Immediate cooperation

D. Audit Process

Step	Action	Timeline
1	NICL/auditor issues audit notice	As per Section C above
2	Bidder acknowledges and confirms access arrangements	Within 2 working days
3	Audit conducted	As per audit plan
4	Audit findings shared with Bidder	Within 10 working days of audit completion
5	Bidder responds to findings	Within 5 working days
6	Final audit report issued	Within 5 working days of Bidder response

E. Recalculation Rights

If audit identifies discrepancy in SLA calculation:

Discrepancy	Action
Underpayment of penalty by Bidder	NICL deducts additional amount from next invoice
Overpayment of penalty by Bidder	NICL adjusts in next invoice or refunds within 30 days
Calculation methodology error	Corrected for current quarter and future quarters

3.5.13 Transition from Implementation to SLA

A. Stabilization Phase Duration

Upon successful Go-Live and formal sign-off, the system shall enter a stabilization phase of 30 calendar days from the date of Go-Live sign-off by NICL.

Day Range	Penalty Application
Day 1 to Day 30	NIL (except as provided in Section C below)
Day 31 onwards	100% of standard rates as defined in Sections 3.5.4, 3.5.5, 3.5.6, 3.5.7, and 3.5.9

B. Penalty Calculation During Stabilization – General Rule

Penalty Amount (Stabilization Period – General) = NIL

C. Exceptions to NIL Penalty (100% Rate Applies Even During Stabilization)

The following exceptions override the NIL penalty provision. For the following specific events, penalties shall be calculated at 100% of the standard rates defined in Sections 3.5.4, 3.5.5, 3.5.6, 3.5.7, and 3.5.9, even if they occur during the stabilization period:

Exception	Measurable Criteria
Critical security incident	Data breach or unauthorized access to Aadhaar/NICL customer data
Complete system outage	Service unavailable for >2 consecutive hours (120 minutes)
CKYC regulatory non-compliance	Late upload causing regulatory penalty notice to NICL
Data loss	Any loss of KYC records or audit logs

D. Post-Stabilization Measurement

From Day 31 onwards:

- All SLA parameters measured at 100% standard rates
- Monthly measurement continues as defined in Section 3.5.2
- Quarterly evaluation continues as defined in Section 3.5.2

E. Persistent Issues After Stabilization

If SLA breaches continue after Day 60 from Go-Live:

Condition	Consequence
Breach continues beyond Day 60	Governance review as per Section 3.5.11
Breach continues beyond Day 90	Persistent breach process as per Section 3.5.10
Breach continues beyond Day 120	Termination for default as per Section 2.20

4. Annexures

4.1 Pre-Qualification & Technical

Annexure 1 - Eligibility (Pre-qualification) Criteria Compliance

(To be submitted on Bidder's letterhead or duly signed by Authorized Signatory)

Part A: Bidder Eligibility Criteria

Sr. No.	Eligibility Criteria	Documents to be Submitted	Compliance (Yes/No)
1	Legal Entity: The Bidder must be a Government Organization / PSU / Limited Company / Private Limited Company registered in India for at least five (5) years as on the date of RFP.	Certificate of Incorporation	
2	Financial Standing: The Bidder must have a minimum annual turnover of ₹50 Crores in at least two (2) of the last three financial years (FY 2022–23, 2023–24, 2024–25). The turnover must be of the Bidder entity only and not of any group / parent / subsidiary company.	Audited Financial Statements / CA Certificate (Refer Annexure 2B)	
3	Financial Stability: The Bidder must have positive net worth in at least two (2) of the last three financial years (FY 2022–23, 2023–24, 2024–25).	Audited Balance Sheet / CA Certificate (Refer Annexure 2C)	
4	Clean Compliance: The Bidder must not be	Self-declaration by	

	currently blacklisted / debarred by any Central/State Government / PSU / Statutory Authority (RBI / IRDAI / SEBI).	Authorized Signatory (Refer Annexure 19)	
5	Proven Scale: The Bidder must be currently processing a minimum of 15 Crore KYC / authentication API transactions annually in the Indian market.	Client Certificate / Documentary Proof	
6	Group Participation: No subsidiary, associate, or entity with common directors shall participate separately in this bid.	Declaration Letter	
7	Solution Ownership: The Bidder must be OEM / OSD of at least one of the following: KYC (CKYC / eKYC / OVD), Video KYC (V-CIP), or Aadhaar Data Vault (ADV) solution.	OEM Declaration / Product Ownership Proof	
8	Authorization: For components where the Bidder is not the OEM, a valid Manufacturer's Authorization Form (MAF) / authorization must be submitted covering supply, implementation, and support for the entire contract period.	MAF / OEM Authorization Letter	
9	BFSI Experience: Bidder / OEM / OSD must have at least two (2) implementations of KYC / VKYC / ADV solutions in BFSI domain (including Banks, NBFCs, Insurance Companies, and other regulated financial institutions) in India during the last three (3) years.	Work Order / Client Certificate / Completion Proof (Refer Annexure 2D)	
10	Security Certification: The Bidder must have a valid ISO 27001:2022 certification for Information Security Management.	Valid ISO Certificate (Refer Annexure 2E)	
11	Technical Undertaking: The Bidder must provide an undertaking confirming 100% compliance with all technical requirements of the RFP, including Aadhaar Data Vault (ADV) implementation and PwD accessibility features.	<ul style="list-style-type: none"> • Signed Technical Compliance Undertaking on bidder's letterhead • PwD Compliance Undertaking (Refer Annexure 20) • Aadhaar Data Vault (ADV) Undertaking (Refer Annexure 18) 	
12	Cloud & Data Residency: If public cloud is used,	MeitY Empanelment Certificate and Data	

	the CSP must be empaneled with MeitY. All customer data and logs must reside within the geographical boundaries of India.	Residency Declaration	
13	DPDP Compliance: The Bidder must provide undertaking for compliance with the Digital Personal Data Protection (DPDP) Act, 2023.	Signed Undertaking (Refer Annexure 17)	
14	Aadhaar Data Vault (ADV) Capability: The Bidder must confirm capability to implement Aadhaar Data Vault as per UIDAI guidelines, including encryption, masking, and tokenization.	Signed Undertaking (Refer Annexure 18)	
15	Regulatory Compliance: The Bidder must comply with IRDAI Information & Cyber Security Guidelines (latest version).	Self-certification of compliance	

Part B: Component-wise OEM / OSD / Authorized Technology Partner / Subcontractor Eligibility

(Applicable for all components where the Bidder is not the OEM / OSD)

Sr. No.	Eligibility Criteria	Documents to be Submitted	Compliance (Yes/No)
16	Component-wise Live Implementation Requirement: For each critical component of the proposed solution (including but not limited to Video KYC (V-CIP), Aadhaar Data Vault (ADV), KYC integration, processing and compliance screening, where the Bidder is not the OEM / OSD, the respective OEM / OSD / authorized technology partner / subcontractor must have at least one (1) live implementation of that component in the BFSI domain (including Banks, NBFCs, Insurance Companies, and other regulated financial institutions) in India as on the	<ul style="list-style-type: none"> Client Work Order / Contract Copy Go-Live / Production Certificate clearly indicating solution name/version and duration (minimum 6 months) Annexure 2D – Component-wise Client Experience Authorization / 	

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	date of bid submission. "Live Implementation" shall mean a fully operational, production deployment.	Agreement between Bidder and OEM / OSD / partner	
--	--	--	--

Important Notes (Applicable to Entire Annexure 1)

- (i) All eligibility criteria are mandatory and must be complied with in full.
- (ii) Wherever applicable, the Bidder shall submit details in prescribed formats (Annexure 2B, 2C, 2D, 2E, 17, 18, 19, 20) along with supporting documents.
- (iii) All supporting documents must be valid as on the date of bid submission.
- (iv) NICL reserves the right to verify submitted information from respective authorities / clients
- (v) Any false declaration or misrepresentation shall lead to disqualification and may result in blacklisting.
- (vi) For each component of the proposed solution, eligibility must be satisfied either by the Bidder (if OEM/OSD) or by the respective OEM / OSD / authorized technology partner / subcontractor.
- (vii) Failure of any component provider (Bidder or OEM / OSD / partner) to meet the eligibility criteria shall result in disqualification of the Bidder.
- (viii) Self-declaration alone shall not be considered as valid documentary proof.
- (ix) The following shall NOT be considered as valid proof of "live implementation":
- Empanelment or registration only
 - Contract without go-live evidence
 - Test / UAT / pilot deployments
 - Self-declaration without client attestation
 - Decommissioned solutions
- (x) The Bidder shall remain the single point of responsibility and accountability for the entire solution, including all components, integrations, SLA compliance, and contractual obligations.
- (xi) This Annexure shall be read in conjunction with Section 2.34A (Minimum Eligibility Criteria for OEM / OSD / Authorized Technology Partners / Subcontractors) of the RFP.

(xii) Eligibility evaluation shall be restricted only to components proposed by the Bidder. Components not proposed shall not be evaluated.

Declaration

I/We hereby certify that the above information is true and correct. Any misrepresentation may lead to disqualification and further action as per RFP.

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

Place: _____

Annexure 2 – Bidder Profile Format

(To be submitted on Bidder's Letterhead)

1. General Information

Sl. No.	Particulars	Details
1	Name of the Bidder	
2	Registered Address	
3	Corporate Office Address	
4	Year of Incorporation	
5	Constitution (Company / LLP / Partnership)	
6	CIN / Registration Number	
7	PAN Number	
8	GST Registration Number	

2. Contact Details

Sl. No.	Particulars	Details
1	Authorized Signatory Name	

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2	Designation	
3	Email ID	
4	Mobile Number	

3. Business Profile

Sl. No.	Particulars	Details
1	Nature of Business	
2	Core Expertise (KYC / VKYC / ADV etc.)	
3	Years in Relevant Business	
4	Number of Employees	
5	Presence in India (No. of Offices)	

4. Financial Details

(To be supported by Annexure 2B & 2C)

Year	Turnover (₹ Cr)	Net Profit (₹ Cr)	Net Worth (₹ Cr)
FY 2022-23			
FY 2023-24			
FY 2024-25			

5. Relevant Experience

(To be supported by Annexure 2D)

Sl. No.	Client Name	Sector	Scope	Year	Value
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6. Certifications

(To be supported by Annexure 2E)

Sl. No.	Certification	Authority	Validity
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7. Infrastructure & Support Capability

- Data Center Locations (India)

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- SOC / NOC Availability
- Support Model (24x7)
- Team Strength

(Refer Annexure 2A)

8. Declaration

We hereby certify that the above information is true and correct.

Authorized Signatory

Name:

Designation:

Date:

Seal:

Note:

1. The Bidder Profile must be submitted as part of the Pre-Qualification Bid.
2. All fields must be filled mandatorily.
3. Supporting documents must be provided for all claims made in this Annexure.
4. The information provided in this Annexure shall be used for evaluation as per Annexure 5(1) – Bidder Profile Evaluation.
5. In case of any discrepancy between the information provided and supporting documents, the Bid shall be liable for rejection.

Annexure 2A - Infrastructure and Data Center Details

(To be submitted on Bidder's letterhead or duly signed by Authorized Signatory)

This annexure captures the Bidder's infrastructure footprint, data residency compliance, and support framework to ensure secure operations and 24x7x365 service delivery.

Sl. N	Sta te	Locat ion /	Infrastru cture	Hosti ng	Owner ship	24x7 Supp	Certifica tions	Cont act	Pho ne	Em ail	No. of Dedicat
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o.	City / Address	Type (DC / DR / SOC / NOC / Support Office)	Type (On-Prem / Cloud / Hybrid)	(Own / Third-Party)	ort Available (Yes/ No)	(ISO / CERT-In / etc.)	Pers on Name			ted Support / DevOps Engineers

Declaration

We hereby confirm that:

- (i) The information provided above is true, complete, and accurate
- (ii) The proposed infrastructure complies with applicable data residency, security, and regulatory requirements (including UIDAI, CKYC, DPDP, and other applicable guidelines)
- (iii) Adequate infrastructure, monitoring, and support mechanisms shall be maintained throughout the contract period

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

Place: _____

Annexure 2B – Annual Turnover

(To be submitted on Bidder's letterhead or duly signed by Authorized Signatory)

The Bidder shall provide details of its audited annual turnover for the last three financial years as follows:

Description	FY 2022–23 (₹ in Crore)	FY 2023–24 (₹ in Crore)	FY 2024–25 (₹ in Crore)
Annual Turnover (Audited)			

Supporting Documents

The Bidder shall submit supporting documents for the above details, such as:

- Audited financial statements
- Auditor's certificate / CA certificate
- Annual reports (if applicable)

Declaration

We hereby certify that:

- The above turnover figures are derived from audited financial statements
- The information provided is true, correct, and complete
- Supporting documents have been submitted as part of the bid

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

Place: _____

Annexure 2C - Net Worth & Profit

(To be submitted on Bidder's letterhead or duly signed by Authorized Signatory)

The Bidder shall demonstrate financial stability by providing details of audited net profit and net worth for the last three financial years.

Financial Year	Net Profit (₹ in Crore)	Net Worth (₹ in Crore)
FY 2022-23		
FY 2023-24		
FY 2024-25		

Supporting Documents

The Bidder shall submit supporting documents for the above details, such as:

- Audited financial statements
- Auditor's certificate / CA certificate
- Annual reports (if applicable)

Conditions

- The above data shall relate only to the Bidder submitting the RFP response
- Data of group companies, parent companies, subsidiaries, or affiliates shall not be considered
- All figures must be supported by audited financial statements

Declaration

We hereby certify that:

- The above financial details are derived from audited financial statements
- The information provided is true, correct, and complete
- Supporting documents have been submitted as part of the bid

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

Place: _____

Annexure 2D – Client Experience Details

(To be submitted on Bidder's letterhead or duly signed by Authorized Signatory)

The Bidder shall provide details of relevant experience in implementing and managing KYC-related solutions.

Sl. No.	Name of the Client	Entity Type (PSU Bank / Private Bank / Insurance / NBFC / Others)	Project Scope (KYC / VKYC / ADV / Multi-Service)	Brief Description of Work	Year of Implementation	Project Status (Completed / Ongoing)	Project Value (₹ in Crore)	Client Contact Person (Name & Designation)	Contact Email / Phone

Supporting Documents

The Bidder shall submit documentary evidence for the above projects, such as:

- Work Order / Purchase Order
- Completion Certificate / Go-Live Certificate
- Client Certificate / Reference Letter

Conditions

- Only relevant experience related to KYC, Video KYC (V-CIP), Aadhaar Data Vault (ADV), or similar digital onboarding solutions shall be considered
- Projects cited must be executed by the Bidder directly (not by group companies, unless explicitly permitted in eligibility criteria)
- NICL reserves the right to verify the submitted information with the respective clients

Declaration

We hereby certify that:

- The information provided above is true, correct, and complete
- Supporting documents have been submitted as part of the bid
- We authorize NICL to verify the project details from the respective clients

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

Place: _____

Annexure 2E – Certifications

(To be submitted on Bidder's letterhead or duly signed by Authorized Signatory)

The Bidder shall provide details of relevant certifications as follows:

Sl. No.	Certification Type	Area of Certification / Scope	Certifying Institute / Agency	Certificate Number	Validity Upto
1	ISO 27001:2022				
2	CERT-In / MeitY / STQC (if applicable)				
3	Other Relevant Certifications (specify)				

Supporting Documents

The Bidder shall submit copies of valid certification certificates as supporting documents.

Conditions

- (i) Certifications must be valid as on the date of bid submission
- (ii) Expired or provisional certificates shall not be considered

Declaration

We hereby certify that:

- (i) The above certification details are true and correct
- (ii) Valid supporting certificates have been submitted as part of the bid

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

Place: _____

Annexure 3 – Technical Bid Letter

To,

Deputy General Manager - IT,

IT Department

Head Office: Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-

700156 Email: parthap.mitra@nic.co.in & sunmeet.singh@nic.co.in

Ref.: **RFP Number** - NICL/IT/RFP/06/2026/KYC

Date:

Sir,

We, the undersigned, hereby declare and undertake the following:

1. **Readiness and Capability:** We/our principals are equipped with adequate manpower, machinery, and technology for providing the Products and Services as per the parameters laid down in the RFP Document and the Scope of Work. We are prepared for a live technical demonstration of our capability and preparedness before the representatives of NICL.

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2. **Infrastructure Support:** We/our principals are equipped with adequate maintenance and service facilities within India for supporting the offered solution throughout the contract period.
3. **Commercial Alignment:** We hereby offer to provide the Products and Services at the prices and rates as mentioned in our Commercial Bid (**Annexure 6 – Commercial Bid Letter, Annexure 7 – Commercial Bid Particulars, and Annexure 8 – Commercial Proposal**).
4. **Performance Undertaking:** We do hereby undertake that, in the event of acceptance of our bid, the Products and Services shall be provided as stipulated in the schedule to the RFP and that we shall perform all incidental services required.
5. **Technical Bid Submission:** We enclose herewith the complete Technical Bid as required by you in both Online and physical "Original" hard copy formats. This includes:
 - i. **Annexure 3:** Technical Bid Letter.
 - ii. **Annexure 4:** Technical Bid Particulars and Mandatory Compliance Checklist.
 - iii. **Annexure 5:** Technical Evaluation Formats, including **Annexure 5(1)** (Bidder Profile), **Annexure 5(2)** (Technical Evaluation), and **Annexure 5(3)** (Presentation).
 - iv. **Technical Compliance:** In respect of comprehensive Online KYC services, Scope of Work, and GT&C - Feasibility.
 - v. **Unpriced Bill of Materials:** Section - MTFS&C: Unpriced Bill of Quantity/Bill of Materials (BoQ/BoM) and its subsections.
 - vi. **Annexure 21:** Statement of Deviation from RFP Terms and Conditions (if any).
 - vii. We acknowledge and agree to the Schedule of Inclusivity (**Annexure 11**)
 - viii. **Solution Details:** Proposed methodology, architecture, and implementation timeline (in a separate sheet).
6. **Bid Validity:** We agree to abide by our offer for a period of **one (1) year** from the date fixed for opening of the Commercial Bid and that we shall remain bound by a communication of acceptance within that time.
7. **Acceptance of Terms:** We have carefully read and understood the terms and conditions of the RFP and the conditions of the Contract applicable to the bid. We do hereby undertake to provide services as per these terms and conditions. Deviations from the technical specification(s), if any, are mentioned strictly in **Annexure 9**.
8. **Binding Contract:** We do hereby undertake that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of Letter of Intent (LOI) awarding the contract, shall constitute a binding contract between us.

Dated this, the _____ day of _____ 20__

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

Company Seal:

Annexure 4 – Technical Compliance

Technical Bid Particulars & Compliance Checklist

(To be submitted on the Bidder's official letterhead)

RFP Number: NICL/IT/RFP/06/2026/KYC

Date:

1. Bidder's Administrative Particulars

Sl. No	Description	Bidder's Response
1	Name of the Bidding Firm	
2	Full Registered Address	
3	Name of the Authorized Signatory	
4	Bidder's Proposal Number and Date	
5	Reference Officer Name & Address (For bid-related queries)	
6	Reference Officer Contact (Mobile and Email)	
7	Single Point of Contact (SPOC) (For support/issue resolution)	
8	SPOC Contact Details (Mobile and Email)	

2. Mandatory Technical Compliance Checklist

Bidders must mark (Yes/No) regarding the availability of the following functionalities in their proposed solution. All items marked Mandatory are essential for regulatory compliance. Failure to confirm availability of these features may lead to disqualification at the Technical Evaluation stage.

Features	Availability (Yes/No)
Identity & Document Verification	
PAN Verification	
CKYC Search	
CKYC Download	
CKYC Upload/Generation of CKYC Number from CERSAI	
Officially Valid Documents (OVD) (Upload and Extraction)	
1. Voter ID	
2. Passport	
3. Driving License	
4. PAN Card	

Features	Availability (Yes/No)
5. Aadhaar Card	
OVD Upload only	
1. Job Card from MNREGA	
2. Driving License	
3. Vehicle Registration	
Entity & Business Verification	
Detailed CIN Search	
Detailed GSTIN Search	
Detailed LLPIN Search	
Security & Privacy Compliance	
Aadhaar masking of Aadhaar Card (First 8 digits)	
Dedicated Aadhaar Data Vault (ADV) with non-reversible keys	

Features	Availability (Yes/No)
AML/Negative screening checks from Authorized regulators (AML/CFT)	
Digital Personal Data Protection (DPDP) Act 2023 Compliance	
Data Residency strictly within geographical boundaries of India	
System Integration & UI/UX	
Passing responses as JSON	
Passing responses as PDF	
UI/UX for displaying KYC response on the frontend	
OCR (Optical Character Recognition) and Text Match API feature	
Advanced Biometrics & Liveness	
Live selfie capture with Liveness Test (Anti-spoofing)	
Passive Liveness detection (Non-blinking)	
Real-time Facial Similarity Testing (Face Match)	

Features	Availability (Yes/No)
PwD Accessibility (Supreme Court/IRDAI Mandate)	
Sign language support and visual aids for VKYC	
Real-time closed captions and audio descriptions	
Support for thumb impressions and alternative biometrics	
Performance & Operational Features	
Portal for usage details/reports for reconciliation	
High-performing architecture (supporting 2400-3600 TPS)	
Scalable architecture for volume surges	
Follows Information Security Best Practices	
Meets all statutory/regulatory requirements (e.g., IRDAI Cyber Security)	
Business Rule Engine (BRE) for automated decision-making	

Features	Availability (Yes/No)
Documentation	
Is a detailed architecture diagram attached?	
Is the Hardware/Software specification attached?	
Is the Document Upload and Verification feature available?	

3. Declaration

We hereby confirm that the information provided above is true and accurate. We understand that NICL reserves the right to verify these claims independently and that any false declaration or non-submission of required technical details, including the scoring formats in **Annexure 5**, may lead to the rejection of our bid.

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal:

Annexure 5 – Technical Evaluation

Technical Evaluation Format

The Bidder's profile shall be evaluated based on complete information and supporting documents submitted in the prescribed format under this section. It is mandatory to submit the technical details in the prescribed format duly filled in, as part of the bid submission. NICL reserves the right to reject or not evaluate a bid in case of non-submission or partial submission of required details and supporting documents. The proposal must be submitted in an organized and structured manner.

Annexure 5(1) – Bidder Profile

Annexure 5(2) – Technical Evaluation

Annexure 5(3) – Presentation

Annexure 5(1) - Bidder's Profile Evaluation

Total: 15 Marks (Maximum)

All claims made by the Bidder in this Annexure must be supported by documentary evidence. NICL reserves the right to verify the submitted information independently. Any misrepresentation or lack of verifiable proof may lead to disqualification or zero scoring for the respective parameter

This section assesses the Bidder's foundational experience, technical breadth, and operational capacity specifically in the domain of digital identity verification.

Category	Sl. No.	Parameter	Maximum Marks
KYC Industry Experience	1	Bidder's Relevant Core Experience	3
KYC Technical Breadth	2	Experience in handling KYC services under different channels	8
KYC Operational Power	3	Bidder's Operational Scalability & Support in KYC	4
Total Marks			15

1. Bidder's Relevant Core Experience (3 Marks)

Evidence required: Certified client citations, work completion certificates, or client-issued confirmation letters clearly indicating scope and duration of engagement.

S. No.	Experience Category	Marking Criteria	Response
1.1	Number of years of experience in providing KYC/Identity verification solutions (as defined under Scope of Work Section 3.2).	Up to 5 years: 1 Mark Above 5 years: 1.5 Marks	

1.2	Experience specifically within BFSI/NBFC sector in delivering KYC/Identity verification solutions aligned with regulatory requirements	Up to 5 years: 1 Mark Above 5 years: 1.5 Marks	
------------	--	---	--

2. Bidder's Experience in Handling KYC under Different Channels (Max 8 Marks)

One (1) mark shall be allotted for each channel supported, subject to submission of valid client reference and supporting proof.

S. No.	KYC Channels Supported	YES/NO	Client's Reference Details (Name, Contact Details, corporate E-mail ID)
2.1	CKYCRR Integration: Automated API-driven search, download, and registry filing. <i>CKYCRR Integration as defined under Scope Section 3.2.7, including API-based workflows and lifecycle management</i>		
2.2	Aadhaar e-KYC: Direct UIDAI/KSA/ASA connectivity for Online OTP and Biometric auth. <i>(Aadhaar e-KYC integration as defined under Section 3.2.3 and 3.2.17, including UIDAI-compliant authentication modes)</i>		
2.3	Video KYC (V-CIP): IRDAI-compliant recorded live interactions with geo-tagging. <i>(Video KYC (V-CIP) as defined under Section 3.2.4, including compliance with regulatory and accessibility requirements)</i>		
2.4	OVD through OCR: Automated data extraction from PAN, Voter ID, Passport, DL etc. <i>(OCR-based OVD processing as defined under Section 3.2.3, including data extraction and validation.)</i>		
2.5	Passive Liveliness Detection: AI-driven anti-spoofing without mandated blinking (PwD compliant)		

	<i>(Passive liveness detection as part of fraud prevention under Section 3.2.4 and 3.2.11.)</i>		
2.6	DigiLocker Integration: Ability to fetch and verify digitally signed files from the ecosystem. <i>(DigiLocker integration as defined under Section 3.2.6 and 3.2.10.)</i>		
2.7	KYB (Know Your Business): Verification of Entity identifiers (CIN, GSTIN, LLPIN, MCA). <i>(KYB (Know Your Business) capability for non-individual customers as defined under Section 3.2.3.)</i>		
2.8	Aadhaar Data Vault (ADV): Reference Key tokenization implementation as per UIDAI. <i>(Aadhaar Data Vault (ADV) implementation as defined under Section 3.2.17.)</i>		

Note: No marks shall be awarded for 'YES' responses without valid client reference (Name, Contact Details, Corporate Email ID) and supporting documentary evidence.

3. Bidder's Digital Scalability & Support Capacity (4 Marks)

Marks are assigned based on the verified yearly transaction volume of the Bidder's single largest live KYC implementation.

S. No.	Transaction Volume Metrics (Yearly)	Marks	Response (Verified Transaction Volume supported by documentary evidence such as client certificate or system report)
3.1	Tier 1 (High Capacity): > 30 Crores transactions/Year	4	
3.2	Tier 2 (Enterprise): > 25 Crores – 30 Crores transactions/Year	3	
3.3	Tier 3 (Standard): > 20 Crores – 25 Crores transactions/Year	2	
3.4	Tier 4 (Basic): 15 Crores - 20 Crores transactions/Year	1	

Annexure 5(2) - Technical Evaluation

Each evaluation parameter defined in this Annexure is directly mapped to corresponding requirements in Scope of Work (Section 3.2). Evaluation shall be strictly based on bidder's demonstrated compliance with these requirements, supported by documentary evidence, certifications, or system demonstrations

Technical Evaluation Format			
SCORING TEMPLATE for Technical Evaluation of KYC			
Total 70 marks (maximum)			
Sr. No.	Particulars	YES/NO	Max. Marks
G1	GROUP 1: Regulatory & Statutory Compliance		5
1	Comprehensive Regulatory Compliance: The solution shall comply with all current and future IRDAI, RBI, UIDAI, FIU-IND, and PMLA requirements as defined under Section 3.2.8 and 3.2.9, supported by documentary evidence, certifications, and system implementation proof.		1.25
2	Video-KYC compliance: Video KYC (V-CIP) shall comply with all applicable regulatory requirements as defined in Section 3.2.4 and 3.2.8, supported by system functionality and demonstration.		0.75
3	DPDP Act Readiness: The solution shall comply with DPDP Act requirements as defined in Section 3.2.8, including consent management, data erasure workflows, and audit traceability.		0.75
4	Information Technology Act Compliance: Compliance with the Information Technology Act, 2000, and its amendments is mandatory.		0.75
5	Beneficial Owner Identification: Workflows to identify and verify natural persons exercising ultimate effective control (e.g., >25% share in companies or >15% in partnerships/trusts). The solution shall support identification and verification of beneficial ownership as part of AML/CFT compliance under Section 3.2.5 and 3.2.8.		0.75
6	Customer Identity Verification (Rule 9): Ensure the solution is capable of verifying identity, address, and a recent photograph to comply with sub-rule (4) of Rule 9 of the PML Rules, 2005.		0.75

G2	GROUP 2: Accessibility & PwD Compliance		5
7	Persons with Disabilities (PwD) Compliance(SC Directive): Solution must provide accessible VKYC for Persons with Disabilities as per SC WP 289 of 2024 and shall comply with all PwD accessibility requirements defined in Section 3.2.18, supported by demonstrable system features and workflows.		1.0
8	Non-Blinking Liveness: The system shall not mandate eye-blinking for liveness checks to accommodate PwD requirements.		0.50
9	Disability Profiling: KYC templates must capture the type and percentage of disability for reasonable accommodation.		0.5
10	Assistive VKYC Features: Real-time audio-visual interaction must include sign language interpretation, closed captions, and audio descriptions for impaired users as per PwD requirements and shall provide assistive VKYC features as defined in Section 3.2.18, including alternative authentication methods, assisted workflows, and accessibility support mechanisms.		0.75
11	Accessible UI: Adherence to WCAG 2.1 and GIGW standards for all web and mobile platforms used for the KYC process.		0.75
12	Human Review Mechanism: Establishment of a workflow for a designated NICL official to review rejected KYC applications where automated verification fails due to accessibility challenges.		0.5
13	Accessible VKYC Platform: The Bidder must provide a VKYC platform suitable for onboarding and underwriting, including provisions for persons with disabilities as per IRDAI guidelines.		1
G3	GROUP 3: CKYC Registry Integration & Management		8
14	On-Premise CKYC Integration: The Bidder must integrate the API-based CKYC suite with NICL's provided database and OS. This includes automated CERSAI validation, compliance with CKYC upload timelines as per applicable regulatory requirements (as amended from time to time) and retrieval within milliseconds. The solution shall support full CKYC lifecycle management (search, upload, update, KIN generation) as defined in Section 3.2.7, with API-based integration and compliance with regulatory timelines.		1.25
15	Status & Communication: Automated communication of the 14-digit KYC Identifier (KIN) to policyholders via SMS/Email immediately after allotment by CERSAI.		0.5

16	CKYC Download Analyzer: Tool to validate downloaded data for quality, fraud, and outdated records.		0.5
17	Status Monitoring: Real-time tracking of CKYC record status (Success, Error, or Download).		0.25
18	CKYC Integration: Enabling generation of CKYC Identifier and integration with KYCR for uploading new KYC records and retrieving existing ones.		0.75
19	Integration Middleware: The solution shall function as integration middleware between NICL's Policy Management System and the KYCRR to enable end-to-end orchestration of CKYC transactions across all current and future versions (including version 1.3) without necessitating modifications to NICL's core systems, as defined in Sections 3.2.6 and 3.2.7.		0.5
20	API-Driven Workflow: The solution shall support comprehensive API-driven CKYC workflows—including Create, Upload, and Download operations with retry, reconciliation, and asynchronous processing—moving beyond limited SFTP-based batch processing to ensure full compliance with all current and future CERSAI version specifications as defined in Sections 3.2.6 and 3.2.7		0.5
21	Upstream System Synchronization: Post successful CKYC Create/Update, the system shall push the 14-digit CKYC Identifier and status back to the NICL's upstream systems through APIs/ESB/DB integration.		0.5
22	Digital Signature Standard: The solution shall digitally sign payloads using JWS to ensure integrity and non-repudiation for KYCRR interactions.		0.25
23	Probable Match Handling: The solution shall support CKYC Create workflows by managing probable match handling and reconciliation, enabling appropriate user/Ops actions based on registry responses as part of the data validation and correction processes defined in Section 3.2.7.		0.5
24	Update Workflow and Traceability: The solution shall support CKYC Update workflow including update submission, status tracking, and retrieval of update history for audit and operational traceability.		0.25
25	Operations Comparison UI: The solution shall provide an Ops UI to compare new vs existing records side-by-side (image & key attributes) to support quick resolution of probable matches.		0.5

26	Confidence Grading: The solution shall display a confidence score/grade to guide Ops action for probable match outcomes.		0.25
27	Lifecycle Event Support: The solution shall support handling of unsolicited updates and lifecycle events (including updates received from CKYCRR) in accordance with CKYC version 1.3 and any subsequent, prior, or upgraded versions as mandated by CERSAI or regulatory authorities.		0.5
28	Search & Retrieve Logic: The system must support CKYC search and retrieval using specific input combinations: (CKYC Number) or (PAN + Date of Birth/Incorporation) or (Aadhaar)		0.5
29	Real-time KIN Consumption: Once a 14-digit KYC Identifier (KIN) is generated, the solution must provide an API service to consume that KIN along with the Transaction ID in a batch process		0.5
G4	GROUP 4: Data Processing, Hygiene & OCR		8
30	Heterogeneous Data Ingestion: The solution shall support the ingestion, transformation, and validation of KYC data from heterogeneous sources—including CSV, Excel, XML, JSON, and databases—to generate JSON payloads compliant with CKYC version 1.3, subsequent, prior, or upgraded versions, and all future regulatory upgrades for CKYCRR submission, as defined in Sections 3.2.3 and 3.2.10 .		0.75
31	Configurable Processing Modes: The solution shall support configurable processing modes: near real-time, same-day, and EOD/BOD queues, with the ability to prioritize/segregate workloads by product/segment.		0.25
32	Resilient Transaction Processing: The solution shall provide resilient processing using queue + retry orchestration during CKYCRR slowness/downtime, ensuring no data loss and enabling controlled replay once the registry is available.		0.75
33	Automated Data Hygiene: The solution shall incorporate an automated data hygiene engine to perform field-level validation, anomaly detection, and auto-correction of formatting or mapping issues prior to registry submission to maximize first-pass success, as defined in Sections 3.2.3 and 3.2.10 .		0.5
34	Pre-submission Validation: The solution shall perform pre-submission validation aligned to CKYCRR rejection patterns across Document, Verification, Registry, and Gateway/API categories, and prevent known rejection scenarios before submission.		0.5

35	Image Quality Optimization: The solution shall automatically improve image quality to meet CKYCRR specs via crop/de-skew/brightness-contrast adjustment/DPI normalization and related transformations.		0.5
36	Artifact Normalization: The solution shall support automated file resizing and format normalization for KYC artifacts so that uploads meet mandated dimension/size constraints without user rework.		0.25
37	Multi-Source Ingestion Mapping: The solution shall support ingestion from multiple source systems with mapping for differing master values (POI/POA types, constitution, customer types), using configurable mapping tables.		0.5
38	Auto-Population (OCR): The solution shall support OCR-based data extraction and validation, including the ability to scan QR codes on Officially Valid Documents (OVDs) to auto-populate Customer Acquisition Form (CAF) details and minimize manual entry, as defined in Section 3.2.3 .		0.25
39	Bulk Processing: Capability for bulk KYC processing and re-pushing corrected records with complete traceability.		0.25
40	Verification Limits & Retries: For manual OVD uploads, the system should allow a minimum of five (5) attempts for a customer to successfully upload documents before requiring a new KYC link.		0.25
41	Document Re-upload Triggers: The system must automatically detect poor image quality or clarity and trigger an error message specifically for re-uploading.		0.25
G5	GROUP 5: Aadhaar Security & Verification		6
42	Aadhaar Data Vault (ADV) Subscription: The solution shall provide a mandatory, subscription-based Aadhaar Data Vault (ADV) as defined in Section 3.2.17 , which ensures full regulatory compliance through the generation of unique, non-reversible Reference Keys and the use of AES-256 and RSA-2048 encryption standards within FIPS-certified HSMs. This secure storage system must remain isolated from production databases while managing the entire tokenization and masking lifecycle to satisfy UIDAI mandates.		1.75
43	Reference Key Generation: ADV must generate unique, non-reversible Reference Keys to replace Aadhaar numbers in NICL's ecosystem.		0.75
44	FIPS 140-2 Level 3 HSM: All encryption keys must be stored in a certified Hardware Security Module (HSM).		1.5

45	Aadhaar Masking: Automated zero-touch redaction of the first 8 digits of Aadhaar numbers in all stored records and displayed images. Aadhaar masking and secure handling shall be implemented as defined in Section 3.2.8 and 3.2.17.		1
46	Consent and Authentication Modes: The solution shall support various consent and authentication modes, including OTP (mobile/email), Physical Consent (e.g., DOB/YOB with PIN code or relation), and Face Authentication, as applicable based on the transaction type.		1
G6	GROUP 6: VKYC Features & Video Management		7.0
47	Digital Onboarding and Challenge-Response Method: Complete digital onboarding through V-CIP. Varying sequence and type of questions during VKYC to ensure real-time interaction. The solution shall support end-to-end V-CIP onboarding as defined in Section 3.2.4.		0.75
48	Plug and Play model: The VKYC Solution should be able to integrate with NICL's existing and upcoming applications to perform VKYC as and when required.		0.75
49	Video Interaction Identity Verification: Application should allow customers to verify their identity through video interaction as per RBI Guidelines including extraction of data through OCR.		0.75
50	Low Bandwidth Capability: Solution should have capability to complete VKYC process even on low bandwidth on the customer end. The solution shall support efficient VKYC processing under varying network conditions as part of performance requirements in Section 3.2.10.		0.75
51	Connection Quality Monitoring: Solution should provide network connection quality indicators for both ends (VKYC Official & Customer).		0.75
52	Video Call Distribution: Application should distribute Video calls among available agents based on factors such as language, location, availability of agents, time, and ad hoc basis to particular agents. The solution shall support operational management and distribution of VKYC sessions as part of workflow capabilities defined in Section 3.2.3 and 3.2.4.		0.75
53	Disruption Management: In case of disruption of any sort including pausing of video, reconnecting calls, etc., it should not result in the creation of multiple video files.		0.5
54	Operational Executive Dashboard: An executive dashboard for agents and admin users to monitor ongoing video calls, queue status,		0.5

	wait times, agent performance, status of API failure/success, and overall system health.		
55	KYC Link Expiry: Any generated KYC link or QR code must have a configurable validity period, with a standard maximum of 72 hours.		0.5
56	Selfie & Liveness Integration: The solution must include a "Selfie Capture" module that specifically checks for liveness and subsequently performs a face-match against the photograph on the uploaded identity document.		1
G7	GROUP 7: Security, Fraud & Sanctions		7.0
57	Liveness & Anti-Spoofing: AI-powered liveness checks (including passive liveness) and deepfake detection to prevent printed or video-graphed photo manipulation. The solution shall support liveness detection and fraud prevention mechanisms as defined in Section 3.2.4 and 3.2.11.		0.75
58	Periodic Sanctions Screening: Automated weekly screening of customers against updated UN Security Council (UNSC) and Ministry of Home Affairs (MHA) banned lists.		0.5
59	Geotagging & VPN Detection : Capture of live GPS coordinates and IP address during the VKYC/V-CIP process to ensure the customer is physically present in India. Capture live GPS coordinates and IP addresses; halt process if location is outside India or VPN is detected.		0.75
60	CERT-In Security Testing: Mandatory gray-box and white-box security testing by a CERT-In empanelled vendor for all APIs and VKYC modules before production. Security testing and compliance shall be ensured as defined in Section 3.2.11.		0.75
61	Fuzzy Logic Matching: Implementation of fuzzy and phonetic name matching for record-level reconciliation and AML/Negative screening. Support for phonetic and cultural variations in names during record matching and screening.		0.75
62	Face Matching and Spoof Detection: The application shall have components with face liveness / spoof detection as well as face matching technology including appropriate artificial intelligence (AI).		0.75
63	Liveness Checks: The solution should enable NICL officials to conduct liveness checks to prevent spoofing and fraudulent manipulation.		0.5
64	Vulnerability Protection: The service provider shall maintain, support, and update the software to ensure protection against evolving vulnerabilities.		0.5

65	Advanced Detection Capabilities: The platform should support advanced liveness detection, glare/blur detection, and real-time facial similarity testing.		0.5
66	Fraud Prevention: The platform should detect fake documents, spoofing, impersonation, compromised documents, and multiple onboarding attempts. The solution shall support fraud detection, anomaly detection, and risk monitoring as defined in Section 3.2.5 and 3.2.11.		0.5
67	Malware and Covert Channel Warranty: The Bidder must provide an undertaking that all supplied software is free of malware, obvious bugs, and covert channels in the code		0.5
68	Vulnerability Proactive Reporting: During the contract, the Bidder must proactively inform the company of any security vulnerabilities and fix them at no additional cost.		0.25
G8	GROUP 8: Infrastructure, Scalability & Residency		7
69	Data Residency & Security: The platform and all data (including video recordings) must strictly reside within India at all times. End-to-end encryption (AES-256) is mandatory for data at rest and in transit. The solution shall ensure data residency within India as defined in Section 3.2 and 3.2.8.		1.25
70	Dedicated Infrastructure: The solution must be deployed on a dedicated server exclusively provisioned for NICL to ensure no co-mingling of data.		1
71	High Performance & Scalability: Architecture must support peak loads of 2400-3600 Transactions Per Second (TPS) with 99.90% uptime and rapid scalability without response time degradation. The solution shall meet performance and scalability requirements defined in Section 3.2.10 and SLA (Section 3.5).		1.5
72	IPv4 / IPv6 Support: Readiness for dual-stack network environments from day one.		0.25
73	Cloud Hosting Standard: The solution may be cloud-based, hosted by the Bidder as a service as per NICL's Cloud Service Policy (CSP).		0.75
74	Horizontal Scalability: The architecture shall be horizontally scalable to handle peak loads without downtime, supporting scale-out at application components and queue workers as per volume growth.		0.75
75	Environment Isolation: NICL's environment must remain completely isolated and exclusive from other clients' data.		0.5

76	Data Compartmentalization: The Bidder must describe compartmentalization techniques used to isolate NICL data in cloud or hybrid environments.		0.5
77	Flexible Deployment Models: The solution must support deployment on Bidder Cloud, NICL Cloud/physical servers, or a Hybrid Model at NICL's discretion.		0.5
G9	GROUP 9: Access Control & Workflow Management		6
78	Business Rule Engine: Provision of a configurable rule engine for automated risk-based decision-making and triggering Enhanced Due Diligence (EDD)		0.5
79	Maker-Checker Workflow: Standard administrative control for verifying and approving KYC applications.		0.5
80	Authentication Integration: System should integrate with the AD system for user authentication & should have 2-factor authentication (OTP) for NIC user login.		0.5
81	Role-Based Access Control: The solution shall support role-based access control (RBAC) with segregation of duties across Ops & admin roles. The solution shall support role-based access and maker-checker workflows as defined in Section 3.2.3.		0.5
82	Centralized Access Logging: The system must maintain centralized access logs at both individual and application levels.		0.5
83	Access Control: The platform should support IP whitelisting for access control.		0.5
84	Workflow Customization: KYC workflows must be fully customizable. The solution shall provide configurable workflows and rule engine as defined in Section 3.2.3 and 3.2.10.		0.5
85	Workflow Design Platform: The Bidder should provide a ready-to-integrate platform to design KYC workflows.		0.5
86	Module Toggling: Admin users must have the facility to enable or disable various e-KYC modules (e.g., toggling between DigiLocker and OVD) within the solution to simplify customer experience.		0.5
87	API Traffic Management: The solution must support API traffic prioritization, response caching, and throttling/quota management to prevent overloading core insurance systems.		0.5

88	Re-KYC Workflow Capability: The solution shall support periodic and event-based Re-KYC (revalidation of KYC) with configurable rules, automated triggering based on risk/category/data change, and seamless execution using CKYC, e-KYC, Video KYC, or document-based verification methods. The system shall also support tracking, monitoring, and management of Re-KYC lifecycle. The solution shall support Re-KYC lifecycle management as defined in Section 3.2.3.		1.0
G10	GROUP 10: Interface, Distribution & API Suite		7
89	Multi-Modal Verification: Support for all types of KYC and KYB, including CKYC, Aadhaar (Online/Offline), DigiLocker, PAN, Passport, Voter ID, Driving License, GSTIN, CIN, and Udyam.		0.75
90	Residential Status Logic: Integration of a mandatory 'Residential Status' field (Resident, NRI, Foreign National, PIO) across all upload, update, and download flows.		0.25
91	Asset & Financial Validation: Support for Pennydrop/Pennyless bank account verification, ITR fetch, and Vehicle RC data authentication.		0.5
92	Partner Journeys: Support for customizable onboarding workflows for Web-Aggregators, Brokers, and Direct Selling Agents (DSAs).		0.5
93	UI/UX Customization: Support for NICL-branded, responsive UI customizable for all major devices, operating systems and specific distributor journeys.		0.5
94	DigiLocker Integration: Ability to fetch and verify digitally signed documents directly from the DigiLocker ecosystem.		0.5
95	Interoperability: Native support for all major browsers and mobile operating systems (Android, iOS, Windows).		0.25
96	API Suite and Regulatory Integration: The Bidder must provide specified APIs (CKYC, PAN, Aadhaar extraction, Passport, Voter ID, Driving License, GSTIN, CIN, DigiLocker, Face Match, Liveness, AML/CFT, etc.) and complete regulatory-driven integrations at no additional cost to NICL. The solution shall provide API-based integration capabilities as defined in Section 3.2.6.		0.75
97	Multi-platform Development: Standard frameworks and best practices for multi-platform development with a single codebase shall be used. The solution shall support all KYC modes defined in Section 3.2.3 and 3.2.2.		0.25

98	Multi-channel API Integration: API-based integration must support multiple channels, including direct portals, agent portals, partner integrations, and KYC link sharing. The solution shall support integration with partner and distributor channels as defined in Section 3.2.2.		0.5
99	Intermediary Ecosystem Support: Multi-channel ecosystem support for Distributors and Direct Selling Agents (DSAs) is required.		0.5
100	Unified Interface: All distributor and DSA applications must be visible through a unified interface.		0.5
101	Name Match Exclusion Logic: Name matching algorithms must ignore English honorifics (Mr., Smt., Shri.), placeholder surnames, and handle phonetic similarities (e.g., "Pooja" vs "Puja")		0.5
102	Specific Corporate Identifiers: Support for verifying Corporate Identification Numbers (CIN) for companies and LLPIN for Limited Liability Partnerships through the Ministry of Corporate Affairs (MCA) database		0.5
103	Director & Related Person Verification: Provision to verify Director details using DIN numbers and identify Authorized Signatories through separate individual KYC flows .		0.25
G11	GROUP 11: Audit, Reporting & Project Support		7
104	Dedicated Resources: Provision of two dedicated resources (combination of L2/L3 as per Bidder's support model, as defined in Section 3.2.13.1)—to provide operational and technical support.		0.5
105	Audit Trail & Dashboards: Comprehensive, non-editable logs of every API call (with timestamps/IPs) and a real-time dashboards integrated with transaction reporting for monitoring success rates, API latency, and risk scores. The solution shall provide audit logging and traceability as defined in Section 3.2.11.		0.75
106	Watermarking & Metadata: Automated watermarking of live photos with CAF number, GPS coordinates, and date/time stamps.		0.25
107	Data Retention: Infrastructure to support minimum 5-year data retention post-relationship end.		0.25
108	System Requirement Specifications: The Bidder shall prepare detailed System Requirement Specifications (SRS) and obtain formal sign-off.		0.25
109	Architecture Documentation: The Bidder shall provide comprehensive documentation, including Architecture Document,		0.25

	HLD (High-Level Design), LLD (Low-Level Design), and TDD (Technical Design Document).		
110	Integration Testing: The Bidder shall perform end-to-end integration testing.		0.25
111	Performance Testing: The Bidder shall conduct rigorous performance testing of the application.		0.25
112	Ongoing Operational Support: The Bidder shall provide ongoing support for customization, troubleshooting, and meeting audit requirements.		0.25
113	Support Mechanism: The solution should provide a ticket-based support mechanism.		0.25
114	Customer File Management: The solution must allow customer file uploads for the completion of the KYC process.		0.25
115	Application Review Dashboard: A dashboard for the review of KYC applications must be provided.		0.25
116	Risk Score Filtering: The backend interface must allow filtering of applications based on Risk Score.		0.25
117	Custom MIS Reporting: Custom Management Information System (MIS) reports must be developed as required by NICL. The solution shall provide MIS and dashboards as defined in Section 3.2.12.		0.25
118	Real-time Metrics: Real-time analytics for metrics such as Rejections, Acceptance, and Pending status must be available.		0.25
119	Notification Management Console: A console for viewing summary and detailed reports of notifications must be provided.		0.25
120	Exportable Reports: Reports must be downloadable and exportable in various formats.		0.25
121	Report Customization: Reports must be customizable per NICL's requirements.		0.25
122	Dedicated Support Provision: Dedicated support must be provided throughout the project. The Bidder shall provide L2/L3 support as defined in Section 3.2.13.		0.25
123	System Integrator Coordination: Post-production support in coordination with NICL's System Integrator must be provided.		0.25
124	Audit Readiness: Ongoing support for troubleshooting, customization, and audits must be ensured.		0.25
125	Data Synchronization: The solution must integrate with NICL's systems for the transfer of KYC application data along with verification results.		0.25

126	Knowledge Transfer (KT) Limit: In the event of contract termination, the duration of Knowledge Transfer to the company or a designated third party shall not exceed 30 days.		0.25
127	Data Destruction Policy: Upon request or contract end, the service provider is responsible for destroying all data at all locations in accordance with the company's Data Destruction Policy		0.25
128	Response & Resolution SLAs: Maintenance and defect support must adhere to response and resolution timelines as defined in Section 3.5.7 (P1: 4 hours, P2: 8 hours, P3: 48 hours). Support and operations shall comply with SLA requirements defined in Section 3.5.		0.5
129	Temporary Data Hosting: If the solution is hosted by the Bidder, they must store client data for a minimum of 60 days and provide an API for the company to consume this data daily in batch mode.		0.25
130	Exit Management – Data Handover: Cooperate with NICL or a designated third party for transfer of complete NICL data to NICL on-premise or cloud infrastructure upon contract termination or expiry (as per Section 2.36).		0.25

Annexure 5(3) - Bidder's Presentation

The Bidder shall present 10–15 slides covering the below evaluation parameters within a maximum duration of 30 minutes

Evaluation shall be based on the Bidder's presentation, supported by system demonstration, architecture diagrams, case studies, and documentary evidence. Mere verbal claims without supporting proof shall not be considered for awarding marks. NICL reserves the right to ask clarifications or seek additional demonstrations during evaluation process.

TOTAL | Maximum Obtainable Marks | 15

S. No.	Evaluation Particulars	Marks
1	Bidder's Understanding of NICL Requirements	4

	(as per Scope of Work Section 3.2)	
• Understanding of NICL's business scale, distribution ecosystem, and policyholder base, aligned with proposed solution design	1	
• Demonstration of system capability to handle 2400–3600 TPS with supporting benchmarks, architecture proof, or past implementation evidence (aligned with Section 3.2.10 – Performance Requirements)	1	
• Demonstration of High-Level Architecture including MeitY-compliant cloud, dual-stack IPv4/IPv6 readiness, and Indian data residency (aligned with Section 3.2.8 – Security & Infrastructure)	1	
• Demonstration of Aadhaar Data Vault (ADV) deployment under subscription model (aligned with Section 3.2.17 – ADV Compliance)	1	
2	Execution Strategy	2
• Detailed execution plan including stabilization to 'As-Is' within 2 weeks and phased Go-Live (30/90 days), supported by implementation methodology (aligned with Section 3.2.13 – Implementation & Support)	2	
3	Integration & User Experience	2
• Demonstration of integration capability with NICL systems (eBao, SAS MDM), external portals, and partner ecosystems with real-time data synchronization (aligned with Section 3.2.6 – Integration Requirements)	1	
• Demonstration of OCR accuracy for OVDs and UI/UX responsiveness across platforms (Web, Android, iOS) (aligned with Section 3.2.3 – Digital KYC Features & Section 3.2.12 – User Experience & Reporting)	1	
4	Core KYC Security & Orchestration	3
• Demonstration of Video KYC (V-CIP), including liveness detection, face match, and anti-spoofing (including deepfake detection) (aligned with Section 3.2.4 – V-CIP & Section 3.2.11 – Security Controls)	1	
• Demonstration of PwD accessibility compliance including assisted workflows and alternative authentication methods (aligned with Section 3.2.18 – Accessibility Requirements)	1	

• Demonstration of CKYC lifecycle orchestration, AML/CFT screening, and Aadhaar Data Vault (ADV) compliance including tokenization and encryption (aligned with Section 3.2.7 – CKYC, Section 3.2.5 – AML/CFT, and Section 3.2.17 – ADV)	1	
5	Operational Monitoring & Analytics	2
• Demonstration of dashboards for KYC success rate, API latency, risk scoring, failure analysis, and real-time monitoring capabilities (aligned with Section 3.2.12 – Reporting & Monitoring)	2	
6	Resilience & Scalability (CRITICAL)	2
• Demonstration of failure handling including API failures, retry logic, fallback mechanisms, and external system downtime scenarios (aligned with Section 3.2.10 – Performance & Reliability)	1	
• Demonstration of scalability to handle increase in transactions, users, and partner onboarding without architectural changes (aligned with Section 3.2.10 – Scalability Requirements)	1	
TOTAL		15

4.2 Commercial

Annexure 6 - Commercial Bid Letter

Commercial Bid Letter

To,
Deputy General Manager – IT,
IT Department
National Insurance Company Ltd.
Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156
Phone No: 2283-0795 Fax No: 2283-1740
Email: parthap.mitra@nic.co.in & sunmeet.singh@nic.co.in.

RFP Number - NICL/IT/RFP/06/2026/KYC

Date:

Sir,

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156

Visit us at: <https://nationalinsurance.nic.co.in> |

CIN: U10200WB1906G0I001713 | Classification: Restricted/Confidential/Internal/Public

We hereby declare as under:

1. We hereby offer to provide the Services as per the terms and conditions of the RFP, including Annexure 8 (Commercial Proposal) and all commercial conditions defined therein at the prices quoted in the Commercial Bid.
2. We confirm that the quoted prices are comprehensive and include all costs required for complete execution of the Scope of Work, and no additional cost or Change Request (CR) shall be applicable except as explicitly permitted in the RFP.
3. We do hereby undertake that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the RFP Document and NICL/IT/RFP/06/2026/KYC and that we shall perform all the incidental and related services required for successful execution of the project.
4. We confirm that all functionalities, features, and capabilities demonstrated during technical evaluation and presentation shall be deemed included in our commercial bid without any additional cost.
5. We confirm that all terms and conditions specified in Annexure 11 (Inclusivity & Change Request Governance) are understood, accepted, and included in the commercial bid, and no deviation shall be permitted.
6. We enclose herewith the complete Commercial Bid as required by you. This includes:
 - a. Commercial Bid Letter **Annexure 6 – Commercial Bid Letter**
 - b. Commercial Bid Particulars **Annexure 7 – Commercial Bid Particulars**
 - c. Commercial Bid **Annexure 8 – Commercial Proposal**

We agree to abide by our offer for a period of **one year** from the date of opening of the Commercial Bid and that we shall remain bound by NICL's written communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP Document and NICL/IT/RFP/06/2026/KYC and the conditions of the Contract applicable to the bid and we do hereby undertake to provide services as per these terms and conditions.

We confirm that all regulatory requirements, including those issued by IRDAI, UIDAI, RBI, CERSAI, DPDP Act, PMLA, Supreme Court directives etc. are included in the quoted cost.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this, the _____ day of _____ 20__

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of:
(Name and Address of Company)

Company Seal:

Annexure 7 - Commercial Particulars

Commercial Bid Particulars

RFP Number - NICL/IT/RFP/06/2026/KYC

Date:

1. Name of the Bidder:

2. Full Address of the Bidder:

3. Name and Address of the officer to whom all references shall be made regarding the bid:
.....

Telephone:

Fax:

E-mail:

4. Name and Address of the Single Point of Contact for all contractual, technical, and operational communications, including escalation, issue resolution and support for all communications:

Telephone:

Fax:

E-mail:

5. CIN / Registration Number of Bidder

6. GST Registration Number

7. PAN Number

8. Details of Authorized Signatory (with Board Resolution / Power of Attorney reference)

9. Bank Details (Account Name, Bank Name, Account Number, IFSC Code)

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We confirm that the above details are true and correct, and the undersigned is duly authorized to submit this bid on behalf of the bidder.

Bidder:

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Company Seal:

Annexure 8 - Commercial Proposal

Commercial Bid

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There shall be no hidden costs or charges beyond those explicitly quoted in the Commercial Bid for items quoted.

- ❖ The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned below. The Commercial Offer shall be submitted in Indian Rupees (INR) only. All prices shall be quoted exclusive of GST, which shall be payable extra at applicable rates. The bidder shall ensure completeness and accuracy of all quoted costs, and no additional charges beyond the quoted amounts shall be payable for the defined scope.
- ❖ NICL shall not be responsible for any arithmetical errors in the Bid. The Bidder shall ensure accuracy of all calculations of the bid. NICL shall not be responsible for any assumptions made by the Bidder. No subsequent claims or revisions based on such assumptions shall be entertained. NICL at a later date will not accept any plea of the Bidder or changes in the commercial offer for any such assumptions.
- ❖ The quoted unit rates shall be all-inclusive and shall cover all APIs, services, upgrades, and regulatory requirements as defined in the Scope of Work for KYC processing and shall cover all existing and future versions, upgrades and regulatory requirements without any additional cost.

Commercial Evaluation Format

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COMMERCIAL BID

Instructions for filling the commercial bid

The Bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilise the solution. The rates as quoted here will be used during the tenure of the contract.

1. Commercial Bid

This commercial format is structured to provide a comprehensive view of the Total Cost of Ownership (TCO) while ensuring regulatory compliance and fiscal protection for the organization.

Commercial Bid Proforma

(To be submitted on Bidder's official Letterhead)

RFP No.: NICL/IT/RFP/06/2026/KYC

Name of Bidder: _____

1. SUMMARY OF TOTAL COST OF OWNERSHIP (TCO) FOR 3 YEARS

S. No	Component of Cost	Total Amount (INR, Excl. GST)	GST Amount (INR)	Total Amount (INR, Incl. GST)
A	Total Implementation & Integration Cost (From Table A)			
B	Total Annual Fixed Cost – 3 Years (From Table B)			
C	Total Recurring Operational Cost – 3 Years (From Table C)			

S. No	Component of Cost	Total Amount (INR, Excl. GST)	GST Amount (INR)	Total Amount (INR, Incl. GST)
Total	Grand Total TCO for 3 Years (A + B + C)			

Note1: Grand Total TCO for 3 Years (A + B + C) shall be the final evaluated commercial value for QCBS scoring. The Commercial Score shall carry a weightage of 30% in the final QCBS evaluation as per Section 2.4(F). Refer Clause 3.2 for TCO evaluation methodology. Total Implementation & Integration Cost (from Table A) should be within 25% of the Total Cost of Ownership (TCO) for 3 years (A+B+C).

Note2: All amounts in the above table are exclusive of GST. GST shall be applied separately as quoted in the detailed tables below and as per prevailing tax laws at the time of invoicing.

2. DETAILED COMEMRCIAL BREAKUP

TABLE A: IMPLEMENTATION & INTEGRATION COST

(including all deliverables, implementation activities, integrations, documentation, training, testing, and go-live support as defined under Section 3.2 and Section 3.2.15 of the RFP during the Contract Period)

Payable on milestone completion, subject to acceptance criteria and in alignment with Section 3.4 (Commercial & Billing) and Section 2.9 (Terms of Payment) of the RFP. Refer Clause 3.3.6.2 for payment milestones : 30% on Phase 1 Go-Live; 20% after 3 months; 30% on Phase 2 Go-Live; 20% after 3 months.

Sl. No.	Particulars	Total Amount (INR, Excl. GST)	GST Amount (INR)	Total Amount (INR, Incl. GST)
1.	Setup of Dedicated, Low-Latency Environment (Non-Shared/Exclusive for NICL), including compute, storage, network, and security infrastructure. This covers all storage for V-CIP recordings, API transactions, logs, images, audit trails, and any other data generated under this scope, for the entire contract period.			
2	Core Systems & API Integration with NICL systems (eBao, Portals, Aggregators, APIs, Partners, etc.), including API connectivity, workflow enablement, and real-time data exchange. No bulk migration of historical KYC data is envisaged. Limited transition of metadata (KYC status, reference IDs, audit logs) shall be supported where technically feasible and compliant with regulations.			
3	CKYC Integration with NICL On-Prem DC/DR Setup, DB & OS Configuration			
4	CKYC Upload & Regulatory Workflow Implementation			
5	Configuration, Testing, Training & Go-Live Support			
6	Any Other (Please Specify)			
	TOTAL IMPLEMENTATION & INTEGRATION COST (A)			

Notes for Table A:

- (i) The above cost shall be inclusive of all activities required for end-to-end implementation including environment setup, integrations, onboarding of channels/partners, testing, documentation, training, and deployment during the contract period.
- (ii) Any Other (Mandatory – Bidder to specify all additional implementation components; no additional items shall be allowed post bid submission)
- (iii) TOTAL IMPLEMENTATION & INTEGRATION COST (A) – To be carried forward to TCO Summary.
- (iv) The implementation cost shall also include system sizing, configuration, and readiness to meet performance requirements defined under Section 3.2.10, including support for peak throughput of 2400-3600 TPS.
- (v) All implementation-related commitments demonstrated during Technical Evaluation (Annexure 5) shall be deemed to be included in the above cost.
- (vi) All costs related to compliance with regulatory requirements (including IRDAI, UIDAI, CERSAI, RBI, DPDP Act, and PMLA, and any other applicable statutory or regulatory requirements introduced during the contract period) during implementation shall be included.
- (vii) The bidder shall support transition of limited metadata (such as KYC status, reference IDs, and audit logs), wherever technically feasible and compliant with applicable regulations. No migration of existing KYC history or service requests from legacy systems is envisaged under this RFP. For existing customers, KYC records shall be accessed in real-time via CKYC (CERSAI) or through Re-KYC as per regulatory process. Accordingly, no separate or additional cost shall be payable for migration activities.

Table B: Annual Subscription, Support & Managed Services Cost (SaaS + CKYC On-Prem Hybrid Model)

Includes SaaS subscription components, Aadhaar Data Vault (ADV), CKYC lifecycle management (on-prem), dedicated manpower, support services, monitoring, and SLA compliance as per Scope of Work.

Sl.No.	Particulars	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Total Amount (INR, Excl. GST)	GST Amount (INR)	Total Amount (INR, Incl. GST)
1	Dedicated SaaS Environment Subscription (Low Latency/High Speed/Millisecond Response – Exclusive, non-shared environment for NICL only) including compute, storage, network, and security infrastructure. This covers all storage for V-CIP recordings, API transactions, logs, images, audit trails, and any other data generated under this scope, for the entire contract period.						
2	Aadhaar Data Vault (ADV) SaaS Subscription (Inclusive of HSM, Key Management, Encryption Infrastructure, DC-DR High Availability & Compliance) – Fully compliant with UIDAI guidelines, including tokenization, AES-256/RSA-2048 encryption, masking, audit logging, and deployment on FIPS 140-2 Level 3 (or higher) HSM (dedicated or logically partitioned) with DC-DR high availability. Includes complete key lifecycle management (generation, storage, rotation, revocation) under dual control, with NICL logical ownership and audit rights over keys. All upgrades, patches, and regulatory changes during the contract period are included.						

Sl.No.	Particulars	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Total Amount (INR, Excl. GST)	GST Amount (INR)	Total Amount (INR, Incl. GST)
3	CKYC On-Premise Management & Maintenance (Complete lifecycle management including: installation, configuration, DC/DR support, API-based Search/Fetch/Download/Upload/Update, KIN generation, CERSAI regulatory compliance, version upgrades including CKYC v1.3 and all future versions, reconciliation, retry mechanisms, and ongoing maintenance – NO per-transaction or per-hit charges)						
4	Dedicated Manpower (L2 Resource) – <i>Per resource per year</i>						
5	Dedicated Manpower (L3 Resource) – <i>Per resource per year</i>						
6	Any Other (Please Specify)						
	TOTAL ANNUAL FIXED COST (B)				[Sum of 3 Years]		

Notes for Table B:

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1. **Total Dedicated Manpower Requirement:** The Bidder shall deploy a total of **two (2) dedicated resources** for NICL. The combination of resource levels (L2/L3) is at the Bidder's discretion based on its proposed support model. The Bidder shall quote its **per-resource-per-year rates** in Rows 4 and 5 above. The total manpower cost for TCO evaluation shall be calculated as the sum of rates for two resources as quoted by the Bidder.
2. **Resource Exclusivity & Continuity:** All deployed resources shall be exclusive to NICL, non-shared, and compliant with SLA requirements (Section 2.41(k) – Personnel). In case of absence or unavailability of any deployed resource, the Bidder shall ensure an **immediate suitable replacement** so that continuity of support is not impacted under any circumstances. If any deployed resource is found unsuitable, the Bidder shall replace such resource within 7 days from notification by NICL(as specified in Section 2.41(d)).
3. **Operational & Regulatory Inclusions:** The above cost shall include all recurring operational expenses including infrastructure, hosting, monitoring, security patching, vulnerability management, performance tuning, upgrades, patches, support services, and capacity scaling up to 3600 TPS. Additionally, all regulatory compliance costs (IRDAI, UIDAI, RBI, CERSAI, DPDP Act, PMLA, and any other applicable statutory or regulatory requirements introduced during the contract period) shall be included. No additional cost shall be payable for any regulatory change, version upgrade, or compliance mandate.
4. **No Double Charging:** No component covered under Table B shall be charged again under Table C (Transaction-Based Pricing). Specifically, CKYC services (including Search, Download, Upload, Update, KIN generation, probable match handling, reconciliation, and lifecycle management) are fully covered under Row 3 above and shall **NOT** be charged on a per-transaction or per-hit basis. See also Table C Note (iv).
5. **Commitment from Technical Evaluation:** All requirements under Section 3.2 (Scope of Work) and all commitments demonstrated during Technical Evaluation (Annexure 5) shall be deemed included in the above costs.
6. **Price Firmness & TCO Evaluation:** Prices shall remain firm and fixed for the contract period and any extension. Year-wise pricing is for billing purposes only; TCO evaluation for QCBS scoring shall be based on the total 3-year cost (sum of Year 1 + Year 2 + Year 3 from Table B). No minimum volume guarantee is provided. Refer to Clauses 3.2 and 3.3 of this Annexure.
7. For **Scope Inclusivity (No-CR Zone), Billing & Payment, and other terms**, refer to Clauses 3.5, 3.9, and other relevant clauses of this Annexure.
8. **ADV All-Inclusive Clause:** The ADV (Aadhaar Data Vault) subscription cost shall be all-inclusive and shall cover all infrastructure, software, security, and compliance components required for its operation, including but not limited to HSM, encryption services, key management, tokenization, hosting (including DC-DR redundancy), integration, maintenance, and regulatory compliance. No additional cost shall be payable by NICL for any component of ADV during the contract period.
9. **Deemed Inclusion Clause:** Any component required for regulatory compliance (including Aadhaar-related security infrastructure) but not explicitly quoted shall be deemed included in

the ADV subscription cost. This line item is all-inclusive and shall cover all infrastructure, security, and compliance components required for ADV operation. No additional cost shall be payable.

10. **No Change Request for ADV:** The Bidder shall not raise any Change Request (CR) or claim additional compensation for any hardware, software, security, or compliance component required for the ADV, including but not limited to HSM procurement, hosting, key management, encryption services, storage, DC-DR replication, or regulatory updates.
11. **Data Transfer at No Cost:** All costs associated with the transfer of storage data generated or processed during the contract period (including but not limited to KYC records, audit logs, video recordings, transaction data, metadata, and Aadhaar reference keys) upon termination or expiry of the contract shall be borne solely by the Bidder. No additional cost shall be payable by NICL for such data transfer, migration, formatting, or any related activities required to make the data usable by NICL or a designated third party.

TABLE C: Recurring Operational Cost (Transaction-Based Pricing – KYC Services)

- *Pricing shall be applicable only for successful transactions processed, validated, and stored in NICL systems as per defined SLA and business rules.*
- *If the Bidder fails to quote a unit rate for any item in Table C or quotes zero (0) for any item, it shall be assumed that the Bidder will provide that service at zero cost to NICL during the contract period, and the commercial bid will be evaluated accordingly. Such zero-cost quotes shall be binding on the Bidder if selected. This applies to all items in Table C unless explicitly stated otherwise.*
- *All unit rates shall be quoted exclusive of GST. GST shall be applicable at actuals.*

Item Description (A)	Unit Rate (Per Txn) Excl. GST (A)	Est. Txns per Year (B)	Total 3-Year Cost (P=3×A×B) (INR, Excl. GST)	GST Amount (INR)	Total Amount (INR, Incl. GST)
End-to-End Digital KYC API Hit (Comprehensive suite including but not limited to OCR, PAN, Voter ID, Driving License, GSTIN, CIN, LLPIN, Business Verification, DigiLocker, Face Match, and all other KYC-related APIs as defined in Scope of Work Section 3.2)		5,50,00,000	P1		
Video KYC (V-CIP) / PwD Interaction (Includes Live interaction, AI-Liveness including passive non-blinking detection, deepfake detection, Geotagging, VPN/proxy detection, session recording and storage, and PwD assistive features like Sign Language interpretation, closed captions, audio descriptions as mandated by Supreme Court/IRDAI directives)		2,00,000	P2		
End-to-End PEP/Sanction/AML Screening (Automated real-time and periodic weekly screening against UNSC/MHA and other regulatory/watchlists, including		50,00,000	P3		

Item Description (A)	Unit Rate (Per Txn) Excl. GST (A)	Est. Txns per Year (B)	Total 3-Year Cost (P=3×A×B) (INR, Excl. GST)	GST Amount (INR)	Total Amount (INR, Incl. GST)
fuzzy/phonetic matching, alert generation, case management, and Enhanced Due Diligence workflows as updated from time to time)					
TOTAL RECURRING COST (C)			P1+P2+P3		

Notes for Table C:

- (i) The estimated transaction volumes are indicative for evaluation purposes only and do not constitute a minimum commitment. No minimum volume guarantee is provided. Payment shall be on actual successful transactions as defined in Clause 3.1.
- (ii) Payment shall be made on actual successful transactions processed and stored in NICL systems.
- (iii) The quoted unit rates shall include all APIs, integrations, enhancements, and regulatory requirements as per Section 3.2 (Scope of Work).
- (iv) **CKYC services are covered under Table B** and shall not be charged under transaction-based pricing. See Table B Row 3 and Table B Note 4.
- (v) The system shall support peak throughput of 3600 TPS without additional cost.
- (vi) No services covered under Table B shall be charged again under Table C.
- (vii) All functionalities demonstrated during Technical Evaluation (Annexure 5) shall be included in the quoted rates.
- (viii) All regulatory requirements (IRDAI, UIDAI, RBI, CERSAI, DPDP Act, PMLA, etc.) shall be included.

(ix) Duplicate, retry, and failed transactions attributable to Bidder systems shall be non-billable.

(x) Unit rates shall remain firm and fixed for the contract period and any extension (refer Clause 3.3).

(xi) Payment shall be governed by Section 3.4 and Section 2.9 of the RFP.

(xii) For Re-KYC commercial treatment, refer to Clause 3.10 of this Annexure.

Table D: Optional Cost (Rate Discovery – Non-TCO Items)

"Indicative rate discovery for future requirements outside the defined Scope of Work, including UI customizations and manpower-intensive enhancements approved under Change Request (CR)."

Particulars / Role	Unit	Year 1	Year 2	Year 3
		(INR) (INR, Excl. GST)	(INR) (INR, Excl. GST)	(INR) (INR, Excl. GST)
User Interface (UI) Customization (for requirements outside defined Scope of Work, as approved via CR)	Per Request			
Solution Architect	Per Day			
Sr. Developer / Integration Specialist	Per Day			

Notes for Table D:

(i) These costs shall not be considered for TCO evaluation, L1 determination, or commercial scoring.

(ii) These rates shall be applicable only for approved Change Requests (CR) as defined under Clause 3.6.

- (iii) No work under this table shall be executed without prior written approval from NICL.
- (iv) The discovered rates shall remain fixed for the contract period and any extension.
- (v) Items covered under Table A, B, or C shall not be charged again under this table.
- (vi) Regulatory changes and API updates mandated by IRDAI, UIDAI, RBI, CERSAI, DPDP Act, or PMLA etc. shall not be treated as CR (refer Clause 3.5).
- (vii) All rates shall be quoted exclusive of GST. GST shall be applicable at actuals.

3. Mandatory Instructions & Conditions

3.1 Billable Transaction (Successful Transaction)

A “**Successful Transaction**” shall mean a transaction that:

- i. returns a valid response from the source registry/system, and
- ii. is successfully processed, transmitted, and stored in NICL’s database/designated systems.

Non-Billable Events: The following shall **not** be considered billable and shall be provided at no cost:

- i. Failed transactions due to Bidder’s system errors, software bugs, or application logic.
- ii. Duplicate or retry transactions triggered due to system latency or processing failures.
- iii. Network timeouts, handshake failures, or internal processing delays.
- iv. Failures attributable to Bidder systems shall be non-billable. Failures due to external registry/system downtime shall be governed as per SLA provisions.
- v. Retries or failures due to integration dependencies, partner systems, or external interfaces shall not result in additional charges unless explicitly agreed.

3.2 Total Cost of Ownership (TCO) Integrity

The **Grand Total TCO** shall be all-inclusive and cover complete execution of the project as per the Scope of Work, including:

- All software licenses (perpetual or subscription-based).
- Infrastructure, secure hosting, and data residency compliance.

- End-to-end integration, customizations, and version upgrades.
- Hardware/Software sizing to meet performance requirements of 2400 - 3600 TPS.
- No additional cost shall be payable by NICL beyond the quoted TCO for the defined scope.

TCO Evaluation for QCBS Scoring: Year-wise pricing in Table B is provided for billing purposes only. Total Cost of Ownership (TCO) evaluation for QCBS scoring shall be based on the total 3-year cost (sum of Year 1 + Year 2 + Year 3 from Table B).

3.3 Price Firmness & No Minimum Volume Guarantee

Price Firmness: Unit rates quoted in Table B and Table C shall remain **firm and fixed** for the entire contract period (3 years) and any extension period (up to 2 years). These rates shall be the basis for quarterly invoicing and no escalation shall be permitted.

No Minimum Volume Guarantee: NICL does not guarantee any minimum volume of transactions, users, partners, or integrations during the contract period. The Bidder shall not raise any claim or seek additional cost based on volume variations. The costs in Table B are fixed recurring costs irrespective of transaction volume fluctuations.

3.4 Infrastructure & Deployment Model

- **Dedicated Environment:** The solution must be deployed on a dedicated, non-shared infrastructure exclusively provisioned for NICL to ensure data isolation and security.
- **High-Throughput Performance:** The system shall support a capability of up to **3600 TPS** while maintaining defined SLA performance levels without performance degradation.
- **Hybrid Deployment:** The Bidder shall manage a hybrid model where SaaS components (ADV, V-CIP, Screening) integrate seamlessly with On-Premise modules (CKYC) at NICL's DC/DR.
- **CKYC Lifecycle Management:** The Bidder is responsible for the complete CKYC lifecycle, including installation, integration, regulatory-compliant uploads (CERSAI), automated upgrades, and ongoing maintenance.

3.5 Scope Inclusivity & Future-Proofing (No-CR Zone)

The following activities are strictly deemed included within the scope and quoted cost. No Change Request (CR) shall be entertained for:

(a) Partner & Channel Expansion: Integration and onboarding support for an unlimited number of new Brokers, Web-Aggregators, Intermediaries, and OEM Tie-up Portals.

(b) Regulatory Compliance: All changes arising from mandates issued by IRDAI, UIDAI, RBI, CERSAI and applicable laws including the Digital Personal Data Protection (DPDP) Act and the Prevention of Money Laundering Act (PMLA) and rules thereunder. This shall include implementation of new guidelines, schema or format changes, API modifications, validation updates, and transitions in CKYC specifications (including CKYC version 1.3 and any subsequent, prior, or upgraded versions) during the contract period, without any additional cost to NICL.

(c) API & Version Management: Upgrades to existing APIs, addition of new regulatory fields, and schema version changes.

(d) Functional Enhancements: Workflow improvements, UI/UX updates for responsive design, enhanced fraud-check logic, and reporting customizations.

(e) No-CR for KYC Scope: All activities related to KYC processing and lifecycle management shall be treated as part of the defined Scope of Work and shall not be subject to any additional cost or Change Request (CR).

This shall include, but not be limited to:

- i. UI/UX changes, redesign, workflow modifications, and partner-specific customization (irrespective of complexity or frequency).
- ii. Onboarding, integration, and support for any existing or new channel partners, brokers, OEM partners, web aggregators, portals, or distribution channels.
- iii. Addition, modification, upgrade, or replacement of any KYC-related APIs, services, or third-party integrations.
- iv. All regulatory, statutory, or compliance-related changes, including those mandated by IRDAI, UIDAI, RBI, CERSAI, DPDP Act, PMLA, Supreme Court directives etc. irrespective of complexity
- v. Any increase in third-party costs, database charges, or API usage costs
- vi. Enhancements in workflows, validation logic, fraud checks, reporting, and customer journey.
- vii. Performance improvements, system scaling, and infrastructure upgrades required to meet SLA and throughput requirements.
- viii. Security enhancements, audit requirements, data protection measures, and compliance updates.
- ix. Version upgrades, schema changes, field additions, and format modifications.

- x. Any other activity reasonably required to fulfill the Scope of Work as defined under Section 3.2.
- xi. Technology upgrades, framework changes, or adoption of improved tools required to meet performance, regulatory, or security requirements shall not be treated as CR.
- xii. Data transfer to NICL domain , if any.

Only completely new business modules outside the defined KYC scope shall qualify for CR, strictly as per Clause 3.6.

3.6 Change Request (CR) Control Clause

A Change Request shall be applicable **only** when a requirement meets all the following criteria:

- (i) It involves a completely new business module or functionality.
- (ii) It is demonstrably outside the defined KYC and regulatory scope.
- (iii) It requires architectural development from scratch.

Approval Protocol: All CRs require prior written approval from NICL, supported by detailed effort estimation and commercial justification. NICL's decision on the classification of an item as "In-Scope" vs. "CR" shall be final and binding.

3.6A Scope Interpretation Clause

In case of any ambiguity or dispute regarding whether a requirement falls within the defined Scope of Work or qualifies as a Change Request (CR), the interpretation of NICL shall be final and binding on the Bidder.

3.7 Anti-Front Loading and Pricing Structure

Bidders shall not quote disproportionately high Implementation & Integration Costs and shall ensure that pricing is reasonably distributed across one-time and recurring components to ensure long-term service sustainability. Implementation & Integration Cost shall not exceed 25% of the Total Cost of Ownership (TCO).

Pricing structures shall be subject to evaluation for commercial reasonableness, and bids found to be unbalanced, unrealistic, or front-loaded may be rejected in accordance with the provisions defined in [Section 1.6\(D\)](#) and [Section 2.2\(C\)](#) of this RFP.

3.8 Arithmetical Discrepancy

In case of any discrepancy in the commercial bid:

- The Unit Rate shall prevail over the Total Price.
- The Amount in Words shall prevail over figures.
- All mandatory items must be quoted. If the Bidder fails to quote rates for any line item or quotes zero (0) for any line item, it shall be assumed that the Bidder will provide that item at zero cost to NICL during the contract period, and the commercial bid will be evaluated accordingly. Such zero-cost quotes shall be binding on the Bidder if selected.

For the avoidance of doubt, NICL shall not reject a bid solely on the grounds of a zero-cost quote or a missing quote for any line item, provided such zero-cost quote is permissible under the scope of work and does not indicate an attempt to manipulate the evaluation process.

3.9 Payment Milestones & Terms

Payment terms shall be read in conjunction with Section 2.9 of the RFP. In case of conflict, Section 2.9 shall prevail.

3.9.1 Table A (Implementation & Integration Cost): Payable upon successful completion of milestones as follows:

- **30%** on Phase 1 Go-Live (Basic KYC & Core Integration).
- **20%** after 3 months of stable operation post-Phase 1.
- **30%** on Phase 2 Go-Live (Video KYC, PEP Screening & PwD features).
- **20%** after 3 months of stable operation post-Phase 2.

3.9.2 Table B (Annual Subscription & Support Cost):

- Payable in Arrears on a Quarterly basis.
- The annual amount quoted for each year shall be divided into four equal instalments.
- Payment is subject to the satisfactory availability of the dedicated support resources and platform uptime as per the SLA.

3.9.3 Table C (Recurring Operational Cost):

- Payable in Arrears on a Quarterly basis.
- Payment shall be calculated based on the actual volume of "Successful Transactions" (as defined in Clause 3.1) processed during the preceding quarter.

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- The Bidder shall submit a detailed MIS report of successful hits along with the quarterly invoice for verification by NICL.

3.9.4 Taxes:

- All prices quoted in the commercial bid must be exclusive of GST.
- GST shall be paid extra by NICL at the prevailing rates at the time of each quarterly billing.

3.10 Re-KYC Commercial Treatment

- Re-KYC shall be treated as part of standard KYC lifecycle and included in quoted unit rates
- Re-KYC (periodic or event-based), including all associated activities such as API calls, validations, workflows, data processing, and regulatory updates, shall be treated as part of the standard KYC transaction lifecycle and shall not be charged separately.
- All costs related to Re-KYC shall be deemed included in the quoted unit rates. No additional charges, fees, or Change Requests (CR) shall be applicable for implementation, enhancement, or execution of Re-KYC functionalities during the contract period.
- Any regulatory changes, enhancements, or modifications impacting Re-KYC shall be implemented without any additional cost to NICL.

3.11 Commercial Evaluation Formula

Commercial Score Calculation: The commercial score for each Bidder shall be calculated using the following formula, where L1 is the lowest Total Cost of Ownership (TCO) among all technically qualified Bidders, and the commercial score carries a weightage of 30% in the final QCBS evaluation.

$$\text{Commercial Score (CS)} = (L1 / \text{Bidder's TCO}) \times 30$$

$$\text{Final Score} = (\text{Technical Score} \times 0.70) + (\text{Commercial Score} \times 0.30)$$

Annexure 9 – Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the "Agreement") is entered into on this ___ day of _____, 2026 ("Effective Date") and shall come into full force and effect from such date.

BY and between

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६
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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 the "Bidder", which expression shall, unless repugnant to the context, include its successors and permitted assigns) of the ONE PART

AND

National Insurance Company Limited, a non-life Insurance Company incorporated in 1906 and nationalized in 1972, and operating as a Government of India undertaking since 2002 having its Head Office at Premises No. 18-0374, Plot No. CBD-81, New Town, Kolkata-700156 (hereinafter referred to as "National Insurance Company Ltd." or "NICL", 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.

The Bidder and NICL 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.

WHEREAS:

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

ii. NICL has agreed to disclose, transmit, receive, and/or exchange certain "Confidential Information" to cover the business transaction between parties for the provision of services relating to "SELECTION OF VENDOR FOR THE PROCUREMENT OF COMPREHENSIVE ONLINE KYC SERVICES" ("the Purpose") as more particularly described in Purchase/Work Order issued by NICL in favor of M/s. _____.

NOW THIS AGREEMENT WITNESSETH:

1. Interpretation:

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CIN: U10200WB1906G0I001713 | Classification: Restricted/Confidential/Internal/Public

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.

Confidential Information shall also include Aadhaar-related data, KYC records, CKYC data, biometric information, personally identifiable information (PII), and any data stored, processed, or masked through Aadhaar Data Vault (ADV).

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 prior written consent of the Disclosing Party, shall not.

- 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 shall:

- 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 promptly notify the Disclosing Party in writing upon discovery of any unauthorized disclosure 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 shall, 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.

3A. Data Protection and Regulatory Compliance:

The Receiving Party shall comply with all applicable laws including the Digital Personal Data Protection Act (DPDP Act), Aadhaar Act, UIDAI guidelines, CKYC (CERSAI) requirements, and directions issued by regulatory authorities including IRDAI.

The Receiving Party shall ensure that Aadhaar data is processed, stored, and handled strictly in accordance with Aadhaar Data Vault (ADV) guidelines including tokenization, masking, encryption, and restricted access.

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 Disclosing Party 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 without the requirement to prove 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 registered post, courier, or email with acknowledgment of receipt on receipt.

12. Term:

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of three (3) years therefrom. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limitation 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 month notice period issued by the non-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. Arbitration (JURISDICTION FOR DISPUTE RESOLUTION):

All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase/Work Order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Kolkata, West-Bengal State, India only.

14. 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 Kolkata.

15. Indemnity:

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

16. Modification:

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

17. Headings:

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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.

18. 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) shall be sufficient to bind the parties to the terms and conditions of this Agreement.

19. Survival:

Clauses relating to confidentiality, indemnity, data protection, and dispute resolution shall survive termination.

20. No License:

Nothing contained herein shall be construed as granting any license or rights in respect of Confidential Information.

IN WITNESS WHEREOF

THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF 2026

Signed and delivered by
M/s _____

Signed by:
Name

Title:
in the presence of

Signed and delivered by
National Insurance Company Limited

Signed by:
Name

Title.....
in the presence of

Annexure 10 – Pre-Bid Queries

Pre-Bid Query Format

Bidders shall submit their queries related to the Scope of Work, Terms & Conditions, and other provisions of the RFP strictly in the format provided below, in Microsoft Excel (.xlsx) format only.

Bidders shall provide the relevant page number and section reference, clearly state the clause or point requiring clarification, and specify their query, suggestion, or proposed modification in the format given below.

Queries submitted in any format other than the prescribed format or file type may not be considered.

All queries must be submitted within the timeline specified in the RFP.

Sl. No.	Section / Clause No.	Clause / Term as stated in the RFP	Bidder's Query / Suggestion / Proposed Modification	NICL Response

Annexure 11 – Inclusivity & Change Request (CR) Governance

(This Annexure shall form an integral part of the RFP and the final contract.)

Schedule of Inclusivity & CR Governance

1. Purpose

This schedule defines the boundary between the "All-Inclusive" Scope of Work under the RFP and genuinely new development. The goal is to ensure NICL achieves total cost certainty for the duration of the contract, including any extensions.

This Schedule defines the boundary between the "All-Inclusive" Scope of Work under the RFP and genuinely new development.

2. The "No-CR" Categorization Table

Bidders must implement all items in **Categories 1 to 4** at no additional cost to NICL.

Category	Type of Work / Activity	Commercial Considerations
1: Regulatory & Compliance	Implementation of changes mandated by IRDAI (including AML/CFT requirements), UIDAI, RBI, CERSAI, and applicable laws including the Digital Personal Data Protection (DPDP) Act and the Prevention of Money Laundering Act (PMLA) and rules thereunder. This shall include implementation of new guidelines, schema or format changes, API modifications, validation updates, and transitions in CKYC specifications (including CKYC version 1.3 and any subsequent, prior, or upgraded versions) during the Contract Period.	Not to attract separate commercials
2: Business Expansion	Onboarding and integration of an unlimited number of new partners, web-aggregators, brokers, agents and OEM tie-up portals during the Contract Period.	Not to attract separate commercials
3: API & Platform Evolution	Version upgrades, additional data fields in APIs, OCR logic enhancements, and UI/UX modifications to the KYC journey during the Contract Period.	Not to attract separate commercials

Category	Type of Work / Activity	Commercial Considerations
4: Maintenance & Security	Security patches, VAPT/CERT-In audit fixes, bug resolutions, and performance tuning to maintain the required performance levels, including 3600 TPS during the Contract Period.	Not to attract separate commercials
5: New Modules	Development of a completely new business module/workflow not covered within the defined Scope of Work of this RFP.	Can attract separate commercials (as per Table D Rate Card)

3. Mandatory Inclusivity Clauses

3.1 Comprehensive API Rate: The Unit Rates quoted in **Annexure 8 (Table C)** for Digital KYC, Video KYC, and PEP Screening shall be treated as flat and all-inclusive rates. These shall include all underlying API enhancements, new field additions, and version changes required during the contract period.

3.2 Zero-Cost Partner Onboarding: NICL is entitled to integrate its KYC orchestration layer with any number of existing or new external distribution systems. The Bidder shall provide the necessary documentation, API support, and troubleshooting for such integrations at no additional cost.

3.3 Regulatory Future-Proofing: Any change in software logic required to comply with new government notifications (Central or State) shall be implemented by the Bidder within the timelines mandated by the respective authority at zero cost to NICL.

3.4 Dispute Resolution on Scope: In the event of a dispute regarding whether a requirement falls under "Included Scope" or a "Change Request," the decision of NICL shall be final and binding on the Bidder.

4. Change Request (CR) Process (For Category 5 Only)

- i. **Requirement:** CRs will only be considered for work that is outside the defined KYC scope and not arising from regulatory, compliance, integration, or platform requirements.
 - ii. **Approval:** No work shall commence without a prior written Work Order from NICL.
 - iii. **Billing:** Approved CRs will be billed strictly based on the man-month / man-day rates provided in the Commercial Bid (Table D).
-

Annexure 12 – Escalation Matrix

The Bidder shall provide and maintain a dedicated escalation matrix for timely resolution of all technical, operational, integration, and compliance-related issues in accordance with the Service Level Agreements (SLAs) defined in this RFP.

The escalation matrix shall be operational on a 24x7x365 basis throughout the contract period.

This Annexure shall be read in conjunction with Section 3.5 (Service Level Agreement) of the RFP. Both shall be interpreted harmoniously for incident classification, escalation, and penalty enforcement.

Incident Severity Definitions:

P1 (Critical Incident):

- Complete system outage or unavailability of KYC services
- Failure impacting core business operations with no workaround
- Performance degradation impacting the required transaction processing capacity (2400–3600 TPS)
- Failure of critical integrations (including CKYC, internal systems, or partner APIs) causing business disruption
- Any failure leading to non-compliance with regulatory requirements (including IRDAI, UIDAI, CKYC, DPDP, AML/CFT)

P2 (High Incident):

- Partial system degradation or functionality impact where workaround is available
- Non-critical integration issues with limited business impact
- Performance issues not resulting in complete service disruption

P3 (Medium / Low Incident):

- Minor issues, cosmetic defects, or non-critical functionality issues
- Issues not impacting core business operations
- Reports, dashboard, or UI-related issues where workaround is available

Escalation Matrix:

Level	Role	Contact Details (Name, Phone, Email)	SLA (Response / Resolution Time)
L1	Helpdesk / First Level Support		Initial Response Time: Within 30 Minutes (for all incidents)
L2	Technical Lead		Resolution Time for P1 Incidents: Within 4 Hours
L3	Project Manager		Resolution Time for P2 Incidents: Within 8 Hours
L4	Account Head / Business Head		Escalation for Critical Issues, SLA Breaches, and Dispute Resolution: Immediate

Escalation & SLA Enforcement:

1. Escalation to the next level shall occur automatically without dependency on Bidder intervention if the issue is not resolved within defined SLA timelines.
2. Resolution timelines shall apply irrespective of escalation level and shall remain binding until complete resolution of the incident.
3. All incidents shall be acknowledged within 30 minutes from the time of logging by NICL or its authorized users.
4. All incidents, escalation logs, response times, and resolution timelines shall be recorded and made available to NICL for audit, monitoring, and SLA validation purposes.
5. The dedicated L2 and L3 resources deployed under this contract shall be responsible for adherence to this escalation matrix and SLA compliance.
6. All incident records shall form part of SLA measurement and shall be included in the SLA reports submitted along with invoices as per Section 3.5.

Operational Requirements:

- All contact details shall be kept updated at all times and any change shall be communicated to NICL immediately.
- Each escalation level shall have at least one primary and one secondary (backup) contact.

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- The escalation matrix shall cover all environments including production, DR, and integration interfaces.

Escalation Guidelines:

- L1 Helpdesk: Acts as the single point of contact for all service requests and incident reporting.
- L2 Technical Lead: Responsible for diagnosis and resolution of system failures, performance issues, and integration-related defects.
- L3 Project Manager: Responsible for ensuring SLA adherence, coordination across teams, and resolution of high-impact issues.
- L4 Account Head: Responsible for executive-level escalation, contract compliance, and resolution of critical disputes or persistent SLA failures.

Penalty & SLA Linkage:

Penalty for SLA breach shall be applicable as per Section 3.5.5 of the RFP.

Specifically, for P1 (Critical) incidents:

- First 30 minutes beyond SLA resolution time shall be treated as grace period
- Thereafter, penalty shall be applicable at ₹3,000 per hour of delay

All penalties shall be subject to the overall cap defined in the RFP.

Clarification:

The response and resolution timelines defined in this Annexure apply strictly to incident management and support services and shall not be construed as system performance or transaction processing SLAs, which are governed separately under the RFP.

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal:

Annexure 13 – Litigation Declaration

(To be submitted on Bidder's Letterhead)

To,
Deputy General Manager – IT
IT Department
National Insurance Company Limited
Head Office: Premises No.18-0374, Plot No. CBD-81,
New Town, Kolkata – 700156

Ref.: RFP No. NICL/IT/RFP/06/2026/KYC

Date: _____

Subject: Declaration of Litigation, Legal Proceedings, and Investigations

We hereby declare that the details of all ongoing, pending, or concluded litigation, arbitration, regulatory proceedings, or investigations involving our organization, its promoters, directors, key managerial personnel, or any group/affiliate entities, as on the date of submission of this bid, are provided below:

1. Details of Litigation / Legal Proceedings

Sl. No.	Nature of Case (Civil / Criminal / Arbitration / Regulatory)	Name of Court / Authority	Case Reference No.	Brief Description of the Case / Allegation	Amount Involved (INR)	Current Status
1						
2						

2. Declaration

We hereby confirm that:

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National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156

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1. The above information is true, complete, and correct to the best of our knowledge and belief.
2. We have disclosed all material litigation, arbitration, regulatory proceedings, and investigations that may have a material impact on our ability to perform the contract or meet contractual obligations.
3. We understand that non-disclosure or misrepresentation of any material information may lead to disqualification of our bid or termination of contract, if awarded.
4. We confirm that there are no proceedings involving fraud, financial irregularity, data breach, cybersecurity incidents, or regulatory non-compliance that would adversely affect our eligibility, except as disclosed above.
5. We undertake to promptly inform NICL in writing of any new litigation, regulatory action, investigation, or material development during the bid process and throughout the contract period.
6. We confirm that neither the Bidder nor its promoters/directors have been blacklisted, debarred, or barred from participation in any government, PSU, or regulatory authority procurement process.
7. We confirm that there are no ongoing investigations or proceedings by any regulatory authority that may impact the execution of this contract.
8. We confirm that we have disclosed any incidents of data breach, data leakage, privacy violation, or cybersecurity incidents involving personal data (including Aadhaar-related data), if any, during the last five (5) years.
9. We confirm that all penalties, adverse orders, or observations issued by regulatory authorities (including IRDAI, UIDAI, RBI, CERSAI, or any statutory body) have been disclosed, if applicable.
10. We confirm that the above disclosures include all material litigation and proceedings involving our group companies, subsidiaries, and affiliates that may impact the execution of this contract.
11. We confirm that neither the Bidder nor its promoters/directors/key managerial personnel have been involved in any fraud, misrepresentation, or unethical practices in any project or contract.

3. Nil Declaration (if applicable)

We hereby declare that no litigation, arbitration, regulatory proceedings, or investigations are pending or have been initiated against our organization, its promoters, directors, key managerial personnel, or group/affiliate entities.

4. Authorization

We certify that the undersigned is duly authorized to submit this declaration on behalf of the Bidder.

Signature of Authorized Signatory: _____
Name: _____
Designation: _____
Name of Company: _____
Company Seal: _____

Annexure 14 – OEM / OSD Authorization Form

(To be submitted on OEM / OSD Letterhead)

To,
Deputy General Manager – IT
IT Department
National Insurance Company Limited
Head Office: Premises No.18-0374, Plot No. CBD-81,
New Town, Kolkata – 700156

Ref.: RFP No. NICL/IT/RFP/06/2026/KYC
Date: _____

Subject: Authorization for Participation in RFP

We, [Name of OEM / OSD], having our registered office at [Address], hereby authorize:
M/s [Bidder Name], having its registered office at [Address], to participate in the above-
mentioned RFP for providing KYC Solution and associated services to National Insurance
Company Limited (NICL).

1. Authorization Scope

We hereby confirm that:

1. We are the Original Equipment Manufacturer (OEM) / Original Software Developer (OSD) of the proposed solution/platform being offered in this RFP.
2. We authorize the Bidder to:
 - Submit bid
 - Supply, implement, integrate, and support the proposed solution
 - Provide all associated services under this RFP
3. The authorization is valid for the entire RFP process and contract period, including any extensions.

4. The OEM/OSD shall not withdraw this authorization or support during the contract period without prior written consent of NICTL.

2. Product & Support Commitment

We hereby undertake that:

1. The proposed solution is fully supported, licensed, and compliant with applicable regulatory requirements including Aadhaar Data Vault (ADV), UIDAI, KYC (CERSAI), DPDP Act, IRDAI and other applicable laws.
2. We shall provide back-to-back technical support to the Bidder for the entire contract duration and support the Bidder in meeting SLA obligations defined in the RFP.
3. All updates, upgrades, patches, enhancements, and regulatory changes shall be provided without additional cost to NICTL in line with Annexure 11 (Inclusivity & CR Governance).
4. The solution shall support the required transaction processing capacity (2400–3600 TPS) without performance degradation.
5. The solution shall remain supported and shall not be declared End-of-Life (EOL) or End-of-Support (EOS) during the contract period.

3. Warranty & Responsibility

We confirm that:

1. The solution supplied shall be free from defects in design, material, and workmanship.
2. In case of failure of the Bidder to provide required support/services, we shall, upon written request from NICTL, directly provide necessary support to NICTL without additional cost or through an alternate arrangement to ensure business continuity.

4. Compliance, Security & Indemnity

We confirm that:

1. The proposed solution does not violate any intellectual property rights (IPR) of any third party.
2. We shall indemnify NICTL against any claims arising out of IPR violations related to our product/solution.

3. We shall ensure that the solution adheres to applicable data security, privacy, and protection requirements and shall support remediation in case of any data breach or security incident attributable to the solution.
4. All commitments, support, and obligations under this authorization are included in the commercial bid and shall not attract any additional cost to NICL.

5. Exclusivity (Optional – if applicable)

- This authorization is exclusive to the above Bidder (if applicable)
 This authorization is non-exclusive

6. Declaration

We certify that the above information is true and correct and that we are authorized to issue this authorization.

Authorized Signatory (OEM / OSD): _____

Name: _____

Designation: _____

Company Name: _____

Company Seal: _____

Annexure 15 – Bid Checklist

Bid Submission Checklist

(To be submitted on Bidder's Letterhead)

To,
Deputy General Manager – IT
IT Department
National Insurance Company Limited
Head Office: Premises No.18-0374, Plot No. CBD-81,
New Town, Kolkata – 700156

Ref.: RFP No. NICL/IT/RFP/06/2026/KYC

Date: _____

Subject: Bid Submission Checklist

We hereby confirm that we have submitted our bid in accordance with the requirements of the RFP and have enclosed all required documents as per the checklist below.

1. Pre-Qualification (Eligibility) Documents

Sl. No.	Description	Submitted (Yes/No)	Reference / Page No.
1	Annexure 1 – Eligibility (Pre-qualification) Compliance		
2	Annexure 2 – Bidder Profile (including Annexure 2A–2E)		
3	Certificate of Incorporation / Registration		
4	PAN / GST Registration		
5	Financial Statements (Last 3 Years)		
6	Net Worth Certificate		
7	Experience Credentials / Work Orders		
8	Client References		
9	EMD Proof / BG / NEFT / RTGS / Bid Securing Declaration (if applicable)		
9A	Bid Securing Declaration (for bidders claiming exemption under Rule 170 of GFR 2017)		
10	RFP Document Fee Proof (if applicable)		

2. Technical Bid Documents

Sl. No.	Description	Submitted (Yes/No)	Reference / Page No.
1	Annexure 3 – Technical Bid Letter		
2	Annexure 4 – Technical Compliance		
3	Annexure 5 – Technical Evaluation (5(1), 5(2), 5(3))		
4	Detailed Solution Architecture		
5	Integration Approach / Methodology		
6	Implementation Plan & Timeline		
7	Product Brochures / Technical Documents		

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8	Feasibility Statement (as per GT&C Clause 2.52)		
9	Annexure 9 – Confidentiality / NDA		
10	Annexure 12 – Escalation Matrix		
11	Annexure 13 – Litigation Declaration		
12	Annexure 14 – OEM / OSD Authorization (if applicable)		
13	Annexure 17 – DPDP & Data Residency Undertaking		
14	Annexure 18 – Aadhaar Data Vault (ADV) Technical Declaration		
15	Annexure 20 – PwD Compliance Undertaking		
16	Annexure 21 – No Deviation Certificate		

3. Commercial Bid Documents

Sl. No.	Description	Submitted (Yes/No)	Reference / Page No.
1	Annexure 6 – Commercial Bid Letter		
2	Annexure 7 – Commercial Bid Particulars		
3	Annexure 8 – Commercial Proposal (All Tables)		

4. Mandatory Declarations & Compliance

Sl. No.	Description	Submitted (Yes/No)	Reference / Page No.
1	Integrity Pact (as per RFP format)		
2	Conflict of Interest Declaration		
3	Non-Solicitation Compliance		
4	Annexure 16 – Do's & Don'ts Compliance / Acknowledgement		
5	Annexure 19 – Non-Blacklisting & AML Undertaking		
6	Make in India / Local Content Declaration		

5. Submission Compliance

Sl. No.	Requirement	Complied (Yes/No)
1	Bid submitted within deadline	

2	Online submission completed on GeM portal	
3	Hard copies submitted as per RFP requirements	
4	Separate sealed envelopes for PQ, Technical, and Commercial bids	
5	Master envelope properly sealed and labeled	
6	Documents digitally signed by authorized signatory	
7	File formats as per RFP (PDF / Excel)	
8	Password-protected documents (if applicable)	
9	Separate Technical and Commercial bids maintained	
10	All pages properly numbered, indexed, and referenced	

6. Declaration

We hereby confirm that:

1. All documents submitted are true, complete, and in accordance with the RFP requirements.
2. We understand that any omission, discrepancy, or false declaration may lead to rejection of our bid.
3. We have ensured that the bid is complete in all respects and complies with all terms and conditions of the RFP.
4. We confirm that all applicable Annexures (1–21) have been duly submitted or complied with as per RFP requirements.

Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Company Name: _____

Company Seal: _____

Annexure 16 – Do's & Don'ts

Dos & Don'ts for Bidders

(Guidelines for Bid Submission and Compliance)

1. Dos for Bidders

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156

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Bidders are advised to strictly adhere to the following:

1. Carefully read and understand the entire RFP document, including all sections, annexures, corrigenda, and clarifications issued by NICL before submission of the bid.
2. Ensure that all required documents, declarations, and annexures are duly filled, signed, and submitted in the prescribed formats without any omission.
3. Submit the bid within the stipulated timelines through GeM portal and ensure submission of corresponding hard copies in sealed envelopes as per RFP instructions.
4. Ensure proper submission structure:
 - Separate sealed envelopes for Pre-Qualification, Technical, and Commercial Bids
 - All three envelopes enclosed within one master sealed envelope
 - Proper labeling and super-scription as specified in the RFP
5. Submit valid EMD (Earnest Money Deposit), RFP Fee (if applicable), or Bid Securing Declaration (for exempted bidders) as per RFP requirements.
6. Provide complete, accurate, and verifiable information supported by documentary evidence wherever required.
7. Clearly reference and map responses in the Technical Bid (Annexure 4) to corresponding clauses of the RFP and Scope of Work (Section 3.2 and sub-sections).
8. Ensure submission of Feasibility Statement (GT&C Clause 2.52) and complete compliance with Scope of Work without deviation.
9. Ensure that all documents are digitally signed by the authorized signatory and properly indexed with page numbers.
10. Maintain consistency across all submitted documents, including technical, commercial, and compliance sections.
11. Ensure that all pricing details are submitted strictly in the prescribed Commercial Bid formats (Annexure 6, 7, and 8), with no blank fields or deviations.
12. Ensure that the pricing structure is balanced and compliant, including:
 - Implementation & Integration Cost not exceeding 25% of Total Cost of Ownership (TCO)
 - No front-loading or unrealistic pricing
13. Submit all mandatory annexures and declarations, including but not limited to NDA, Litigation Declaration, OEM Authorization, Escalation Matrix, Non-Blacklisting, DPDP, ADV, PwD Compliance, and No Deviation Certificate.
14. Ensure compliance with all statutory, regulatory, and legal requirements, including UIDAI, IRDAI, DPDP Act, CKYC (CERSAI), and other applicable regulations.
15. Protect the confidentiality of all information shared by NICL and use such information solely for the purpose of bid submission.
16. Attend Pre-Bid meetings (if conducted) and seek clarifications within the stipulated timelines.
17. Ensure submission of soft copies via email in password-protected format and share passwords at the time of bid opening as per RFP instructions.

2. Don'ts for Bidders

Bidders shall strictly avoid the following:

1. Do not submit incomplete, unsigned, improperly formatted, or partially filled bids.
2. Do not include any commercial information in the Pre-Qualification or Technical Bid.
3. Do not deviate from prescribed formats, annexures, or RFP structure, or alter any format.
4. Do not provide false, misleading, or unverifiable information; such actions shall lead to disqualification and possible blacklisting.
5. Do not submit conditional bids or impose additional terms not acceptable to NICL.
6. Do not leave any pricing field blank or quote zero/NIL values with the intent of adjusting costs elsewhere.
7. Do not submit bids with unbalanced pricing, front-loaded costs, or non-compliant cost structures.
8. Do not submit multiple bids or alternative solutions; only one bid is permitted per bidder.
9. Do not submit bids after the deadline or fail to submit hard copies as required; such bids are liable for rejection.
10. Do not ignore mandatory submission requirements such as EMD, RFP Fee, annexures, or compliance declarations.
11. Do not use vague responses such as "OK", "Accepted", "Noted", or "As per brochure/manual" in technical responses.
12. Do not engage in canvassing, collusion, cartelization, or any anti-competitive practices in violation of GFR Rule 175.
13. Do not attempt to influence the evaluation process through unauthorized means.
14. Do not disclose any confidential information related to NICL or this RFP to unauthorized parties.
15. Do not assume any scope, requirement, or pricing condition not explicitly stated in the RFP.
16. Do not submit bids with deviations from Scope of Work or mandatory conditions; such deviations may lead to disqualification.
17. Do not submit bids where there is any mismatch between documents submitted on the GeM portal and corresponding hard copies; such discrepancies shall lead to rejection.
18. Do not make corrections, overwriting, or alterations in the bid documents without proper authentication by the authorized signatory.
19. Do not submit any supporting documents in loose form; all documents must be properly compiled, indexed, and bound as per RFP requirements.

3. General Advisory

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Bidders are advised to ensure that their submissions are complete in all respects and fully compliant with the RFP requirements.

Any deviation, omission, non-compliance, or inconsistency may lead to rejection of the bid at NICL's sole discretion.

NICL reserves the right to seek clarifications, reject bids, disqualify bidders, or take appropriate action including blacklisting in case of non-compliance with the above guidelines or RFP provisions.

Annexure 17 – DPDP & Data Residency

Undertaking for DPDP Act & Data Residency

(To be submitted on the Letterhead of the Bidder)

We, [Name of Bidder], hereby declare and undertake the following:

1. Compliance with Applicable Data Protection Laws

We confirm that the proposed solution shall comply with the Digital Personal Data Protection (DPDP) Act, 2023 and all applicable laws, regulations, and guidelines relating to data protection and privacy as required under this RFP.

2. Data Residency

- All customer data, KYC data, video recordings (V-CIP), logs, metadata, and any related information shall be stored and processed strictly within the geographical boundaries of India.
- No such data shall be transferred, stored, or processed outside India at any point during the contract period.
- All primary, backup, and disaster recovery (DR) infrastructure shall be hosted within India.

3. Information Security Compliance

We confirm that the proposed solution shall comply with all information security, audit, and monitoring requirements specified in the RFP, including implementation of appropriate controls to ensure confidentiality, integrity, and availability of data.

4. Data Handling & Confidentiality

All data collected, processed, or stored under this engagement shall be treated as confidential and shall be used solely for the purpose defined under the Scope of Work of this RFP.

5. Data Retention & Purging

We confirm that data retention and deletion shall be carried out strictly in accordance with the RFP requirements and applicable regulatory guidelines.

Upon completion or termination of the contract, data shall be securely deleted / purged as per NICL requirements.

6. Audit & Regulatory Access

We agree to provide access to NICL and authorized auditors/regulators for verification, audit, and compliance checks related to data handling and security as required under the RFP.

7. Cloud Service Provider Compliance

We confirm that the proposed Cloud Service Provider (CSP), [Name of CSP], is MeitY empaneled and complies with Government of India guidelines as required under the RFP.

8. Declaration

We confirm that the above commitments are binding and form part of our bid submission. Any non-compliance may lead to rejection of the bid or action as per RFP terms and conditions.

Authorized Signatory: _____

Name: _____

Designation: _____

Company Name: _____

Date: _____

Company Seal: _____

Annexure 18 – ADV Technical Declaration

Technical Declaration for Aadhaar Data Vault (ADV)

(To be submitted on the Letterhead of the Bidder and duly signed by the Authorized Signatory as part of the Technical Bid)

The Bidder must provide a detailed technical write-up addressing the following requirements in compliance with UIDAI guidelines, Aadhaar Data Vault (ADV) framework, and the Scope of Work defined in this RFP.

Sl. No.	Feature Requirement	Implementation Methodology (to be filled by Bidder)
1	Tokenization	Describe the mechanism for generation of non-reversible Reference Keys mapped to Aadhaar numbers, ensuring no storage of plain Aadhaar numbers outside the vault.
2	Data Masking	Describe logic for masking Aadhaar number (first 8 digits masked) in all logs, UI, reports, APIs, and downstream systems.
3	Vault Isolation	Confirm that the Aadhaar Data Vault database is logically and physically isolated from application databases and accessible only through controlled APIs/services.
4	Encryption	Specify encryption standards used for data at rest and in transit (e.g., AES-256), including use of HSM or equivalent secure key management mechanisms.
5	Access Control	Describe role-based access control (RBAC), least privilege access, and restrictions on direct database access to Aadhaar data.
6	Key Management	Describe key lifecycle management including generation, storage, rotation, and revocation of encryption keys.
7	Audit Logging	Describe audit trail mechanisms capturing access, modification, token usage, and administrative actions, aligned with audit requirements under Section 3.2.11.
8	UIDAI Compliance	Confirm compliance with UIDAI Aadhaar Data Vault guidelines, circulars, and any updates issued from time to time.
9	Data Flow Architecture	Provide high-level description of Aadhaar data flow from capture to storage in ADV, including API interaction and retrieval mechanisms.
10	No Plain Aadhaar Storage	Confirm that Aadhaar numbers are not stored, logged, or processed in plain form outside the Aadhaar Data Vault under any circumstances.
11	Integration with KYC Workflow	Describe how ADV integrates with Digital KYC, Video KYC (V-CIP), CKYC, and other KYC processes within the solution.
12	Performance Consideration	Confirm that implementation of ADV does not impact system performance and supports required TPS (2400–3600 TPS) as per Section 3.2.10.
13	Data Residency	Confirm that the ADV implementation complies with data

	Alignment	residency requirements (India-only storage and processing) as defined in the RFP.
14	Regulatory Compliance	Confirm compliance with applicable regulatory requirements including UIDAI, IRDAI, and NICTL security policies.

Declaration

We confirm that the Aadhaar Data Vault (ADV) implementation proposed by us is fully compliant with UIDAI guidelines, RFP requirements, and applicable regulatory standards.

We further confirm that no Aadhaar data shall be stored, processed, or exposed outside the Aadhaar Data Vault in violation of UIDAI guidelines.

Any deviation from the above requirements may lead to rejection of the bid or action as per RFP terms and conditions.

Authorized Signatory: _____

Name: _____

Designation: _____

Company Name: _____

Date: _____

Company Seal: _____

Annexure 19 – Non-Blacklisting

Undertaking for Non-Blacklisting & AML

(To be submitted on the Letterhead of the Bidder and duly signed by the Authorized Signatory)

To,
Deputy General Manager – IT
IT Department
National Insurance Company Limited
Head Office: Premises No.18-0374, Plot No. CBD-81,
New Town, Kolkata – 700156

Ref: RFP No. NICTL/IT/RFP/06/2026/KYC

Date: _____

Subject: Undertaking for Non-Blacklisting & AML

Dear Sir,

Further to our proposal dated _____, in response to the above-mentioned RFP, we hereby declare and confirm the following:

1. We hereby declare that our company/firm has not been blacklisted, debarred, or prohibited from participation in any tender/procurement process by any Bank, Financial Institution, Central Government, State Government, PSU, RBI, IRDAI, SEBI, or any Regulatory/Statutory Authority in India, as on the date of submission of this bid.
2. We further confirm that none of our Directors, Promoters, or Key Managerial Personnel have been blacklisted or debarred by any of the above-mentioned authorities.
3. We undertake to comply with NICL's internal Anti-Money Laundering (AML) and due diligence verification processes as applicable under this RFP.
4. We acknowledge that if this declaration is found to be false or incorrect at any stage of the procurement process or during the contract period, NICL shall be entitled to disqualify our bid or terminate the contract, without any notice.
5. We undertake to promptly inform NICL in writing if any such blacklisting, debarment, or adverse action is initiated against us during the bid process or contract period.

Authorized Signatory: _____

Name: _____

Designation: _____

Company Name: _____

Date: _____

Company Seal: _____

Annexure 20 - PwD Compliance

Compliance Undertaking for Persons with Disabilities (PwD)

(To be submitted on the Letterhead of the Bidder and duly signed by the Authorized Signatory as part of the Technical Bid)

We hereby certify that the proposed solution complies with accessibility requirements for Persons with Disabilities (PwD) as per the Scope of Work defined in this RFP.

1. PwD Accessibility Compliance (As per Section 3.2.4)

- The solution supports inclusive KYC workflows enabling accessibility for users with visual, hearing, or physical impairments.
- The solution provides assisted KYC mechanisms and alternative interaction methods wherever required.
- Accessibility features such as sign language support, captions, and non-intrusive liveness checks (non-blinking / accessible alternatives) are supported.
- The user interface and overall KYC journey are designed to be accessible across platforms (web/mobile) ensuring usability for PwD users.

2. Regulatory Alignment

The solution complies with applicable regulatory expectations related to accessibility and inclusivity, including requirements communicated by regulators and judicial authorities from time to time.

Declaration

We confirm that the above PwD accessibility requirements are integral to the proposed solution and shall be maintained throughout the contract period.

Any deviation from the above requirements may lead to disqualification of the bid or action as per RFP terms and conditions.

Authorized Signatory: _____

Name: _____

Designation: _____

Company Name: _____

Date: _____

Company Seal: _____

Annexure 21 – No Deviation

Certificate of No Deviation

(To be submitted on the Letterhead of the Bidder and duly signed by the Authorized Signatory as part of the Technical Bid)

To,
Deputy General Manager – IT
National Insurance Company Limited (NICL)
IT Department
Head Office: Premises No.18-0374, Plot No. CBD-81,
New Town, Kolkata – 700156

Ref: RFP No. NICL/IT/RFP/06/2026/KYC

Date: _____

Subject: Certificate of No Deviation

Dear Sir,

Further to our proposal dated _____, submitted in response to the above-mentioned RFP, we hereby declare, confirm, and undertake as follows:

1. Unconditional Acceptance

We hereby agree to comply with all terms and conditions, technical specifications, Scope of Work (Section 3.2 and all sub-sections), Service Level Agreements (Section 3.5), and all other stipulations contained in the RFP, including all corrigenda, addenda, and amendments issued by NICL.

2. No Deviation Declaration

We confirm that our bid is strictly unconditional and contains no deviations from any terms and conditions, technical requirements, Scope of Work, or commercial conditions specified in the RFP.

3. No Separate Deviation Statement Submitted

We confirm that no separate statement of deviations has been submitted by us, and any such deviation, if found elsewhere in our bid, shall be treated as null and void.

4. Binding Nature of RFP Terms

We acknowledge that NICL shall not be bound by any extraneous conditions, assumptions, or deviations, whether explicitly or implicitly stated in our proposal or in any subsequent communication.

5. Right of Rejection

We understand and accept that any deviation from the RFP terms and conditions may lead to rejection of our bid at the sole discretion of NICL.

Authorized Signatory: _____

Name of the Bidder: _____

Name of the Person: _____

Designation: _____

Date: _____

Company Seal: _____

Annexure 22 – Quarterly SLA Compliance Report Format

(To be submitted by the Bidder along with each quarterly invoice)

1. General Information

Field	Details
Bidder Name	
Contract Reference	NICL/IT/RFP/06/2026/KYC
Reporting Quarter	<input type="checkbox"/> Apr–Jun <input type="checkbox"/> Jul–Sep <input type="checkbox"/> Oct–Dec <input type="checkbox"/> Jan–Mar
Reporting Period	From _____ to _____
Date of Submission	
Invoice No. & Date	
Applicable Quarterly Invoice Value (Excluding Taxes)	

नेशनल इन्श्योरेंस कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६
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(₹)	
Quarterly SaaS / Subscription Cost (₹)	
Quarterly Transaction-Based Cost (₹)	
Quarterly Support & Manpower Cost (₹)	

Note: All data submitted in this report shall be system-generated, time-stamped, auditable, and supported by logs and documentary evidence as per Section 3.5 of the RFP.

2. Executive Summary

Parameter	Value
Total SLA Categories Evaluated	5
Total SLA Parameters Evaluated	
Total Parameters Met	
Total Parameters Breached	
Total Penalty Calculated Before Cap (₹)	
Overall Quarterly SLA Cap (10% of Applicable Quarterly Invoice Value excluding taxes) (₹)	
Final Payable Penalty After Cap (₹)	

3. Category-wise Compliance

3.1 System Availability (Uptime SLA)

(Applicable to: SaaS / Subscription Cost)

Component	Month 1	Month 2	Month 3	SLA Target	Quarterly Average	Achieved?	Penalty %	Penalty Amount (₹)
Core KYC APIs	%	%	%	99.90%	%	<input type="checkbox"/> Yes <input type="checkbox"/> No		
VKYC Platform	%	%	%	99.50%	%	<input type="checkbox"/> Yes <input type="checkbox"/> No		
CKYC Application	%	%	%	99.00%	%	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Support Portal / MIS Dashboard	%	%	%	99.00%	%	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Penalty for this category: ₹ _____

📎 Attach:

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National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156

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- Uptime logs
- Downtime reports
- Exclusion evidence
- Monthly calculation worksheets

3.2 Technical Performance SLA

(Applicable to: Transaction-Based Cost)

Parameter	Month 1	Month 2	Month 3	SLA Requirement	Quarterly Compliance	Penalty %	Penalty Amount (₹)
API Response Time	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	≤3 sec for ≥95% transactions	___%		
API Success Rate	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	≥99% success rate	___%		
VKYC Processing Time	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	≤60 sec for ≥95% sessions	___%		

Quarterly Compliance is shown for reporting convenience only. Penalties shall be computed independently for each month and aggregated quarterly in accordance with Section 3.5.5 of the RFP.

Penalty for this category: ₹_____

📎 Attach:

- API logs
- VKYC logs
- 95th percentile calculation sheets
- Transaction reconciliation reports

3.3 CKYC Regulatory Compliance SLA

(Applicable to: SaaS / Subscription Cost)

Parameter	Month 1	Month 2	Month 3	Quarter Total
Total Records Processed				

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Delayed Records (>3 working days or prevailing regulatory timelines)				
Delay %	%	%	%	%
Threshold Breached (>2%)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Base Penalty (₹)	₹	₹	₹	₹
Per-Record Capped Penalty (₹)	₹	₹	₹	₹
Final Applicable Penalty (₹)	₹	₹	₹	₹_____

Quarterly Cap (5% of Quarterly SaaS / Subscription Cost): ₹_____

Final Penalty for this category: ₹_____

📎 Attach:

- KYC delay reports
- CKYCR/CERSAI logs
- System-generated calculation sheets
- Exclusion evidence

3.4 Support & Incident Management SLA

(Applicable to: Support & Manpower Cost)

Parameter	Month 1	Month 2	Month 3	Quarter Total
P1 Total Tickets				
P1 Breached (>4 hrs + 30 min grace period)				
P1 Violation Minutes				
P1 Penalty (₹)	₹	₹	₹	₹
P2 Total Tickets				
P2 Breached (>8 hrs)				
P2 Breach %	%	%	%	%
P2 Triggered?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
P2 Penalty (₹)	₹	₹	₹	₹

P2 Penalty shall be applied only once per quarter if the trigger condition is met in any month of the quarter, in accordance with Section 3.5.7(E) of the RFP.

Total Support Penalty (P1 + P2): ₹_____

Quarterly Cap (5% of Quarterly Support & Manpower Cost): ₹_____

Final Penalty for this category: ₹_____

📎 Attach:

- Ticket logs
- Timestamp reports
- RCA reports
- Incident closure evidence

3.5 Security Incident & Vulnerability Management SLA

(Applicable to: SaaS / Subscription Cost)

Parameter	Incident Count	SLA Timeline	Breach Count	Penalty %	Penalty Amount (₹)
Critical Vulnerabilities		24 Hours			
High Vulnerabilities		72 Hours			
Medium Vulnerabilities		15 Calendar Days			
Security Incident Reporting		Within 1 Hour			

Penalty for this category: ₹_____

Quarterly Cap (5% of Quarterly SaaS / Subscription Cost): ₹_____

Final Penalty for this category: ₹_____

📎 Attach:

- Security logs
- Incident reports
- VAPT reports
- Remediation evidence
- Closure reports

4. Consolidated Penalty Summary

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National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156

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Category	Penalty Amount (₹)
Availability SLA	
Technical Performance SLA	
CKYC Regulatory Compliance SLA	
Support & Incident Management SLA	
Security Incident & Vulnerability Management SLA	
Total Penalty Before Cap	₹
Overall Quarterly SLA Cap (10% of Applicable Quarterly Invoice Value excluding taxes)	₹
Final Payable Penalty After Cap	₹

All penalties shall be aggregated at a quarterly level and shall be subject to applicable component-wise caps and the quarterly aggregate SLA cap defined under Section 3.5.2(xi) of the RFP.

Component-wise caps applicable under respective SLA categories shall apply prior to application of the aggregate quarterly SLA cap.

5. Exclusions (If Any)

SLA Area	Reason	Supporting Evidence	Approved by NICL
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6. Declaration

We hereby certify that:

- All SLA measurements are based on system-generated, time-stamped, and auditable logs as per the RFP.
- Data provided in this report is true, complete, and supported by documentary evidence.
- All exclusions claimed are supported by contemporaneous logs and approvals.
- Penalty calculations are accurate and computed in accordance with Section 3.5 of the RFP.
- In case of any discrepancy, NICL logs and records shall prevail.
- We understand that discrepancies identified during audit or verification may result in recalculation, recovery, payment withholding, or other contractual action as per the Agreement.
- We confirm that all supporting records, logs, and evidence shall be retained and made available to NICL, auditors, regulators, or authorized agencies as per the RFP and applicable law.

Authorized Signatory Details	
Signature	

Name	
Designation	
Company Seal	
Date	
Place	

7. For NICL Use Only

Field	Value
Report Received Date	
Verification Status	<input type="checkbox"/> Accepted <input type="checkbox"/> Rejected <input type="checkbox"/> Partially Accepted
Adjusted Penalty (₹)	
Remarks	
NICL Officer Signature	

Annexure 23 – Format for Bid Securing Declaration

(To be submitted on Bidder's letterhead by bidders claiming exemption under Rule 170 of GFR 2017)

To,
Deputy General Manager – IT
National Insurance Company Limited
Head Office: Premises No.18-0374, Plot No. CBD-81,
New Town, Kolkata-700156

Ref.: RFP No. NICL/IT/RFP/06/2026/KYC

Dear Sir,

We, the undersigned, hereby declare and confirm as follows:

1. We hereby declare that we are eligible for exemption from furnishing Earnest Money Deposit (EMD) under Rule 170 of the General Financial Rules (GFR), 2017, and have enclosed supporting documentary evidence for such exemption.

2. We understand and accept that if we:

(a) withdraw or modify our bid during the period of bid validity specified in the RFP; or

(b) being notified of the acceptance of our bid by NICL during the period of bid validity, fail to sign the Contract / accept the Purchase Order / execute the Agreement; or

(c) fail to furnish the required Performance Security (Performance Bank Guarantee) within 30 working days or such extended period as may be approved by NICL in writing;

We shall be suspended from bidding eligibility for a period of twelve (12) months from the date of such default, as per Rule 170(3) of GFR 2017, and NICL shall be entitled to take such action as permissible under applicable laws, rules, and procurement guidelines.

3. We accept that this Bid Securing Declaration is binding on us and that NICL may invoke the consequences of default as stated above without any further notice.

Authorized Signatory Details:

Signature: _____

Name: _____

Designation: _____

(Duly authorized by Board Resolution / Power of Attorney)

Company Seal: _____

Date: _____

Place: _____

----- **End of Document** -----
