



Request for Proposal

for

Appointment of

QA Partner Agency for conducting Security and Event based Audit of

DigiLocker

Tender Enquiry No.: DL/SA/2020-01

Date of Publishing: 13/02/2020



Published by
National e Governance Division
Ministry of Electronics and Information Technology
4th Floor, Electronics Niketan,
6 CGO Complex,
New Delhi 110003

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1. Introduction

DigiLocker system is a flagship initiative of Ministry of Electronics and Information technology (MeitY) under Digital India Programme, which was launched by the Hon'ble Prime Minister of India in the year 2015. DigiLocker aims at the 'Digital Empowerment' of citizens by providing a document wallet to citizens to access authentic documents/certificates in digital format from the source of truth thereby, promoting the vision of paperless governance. DigiLocker aims to provide a Digital wallet to every citizen so that all the documents can be made available electronically at one place and can be accessed from anywhere anytime.

2. Objective

The true potential of any online system can only be realized, when the delivery and availing of services through that system is secure, robust and user friendly. In case of DigiLocker, it has always been the endeavor of NeGD to ensure that DigiLocker services are provided to users in secure manner and by preserving privacy of user and integrity of the data.

To ensure continued secure availability of DigiLocker services, NeGD is looking to engage a third party vendor, to be called as "Quality Audit Partner" (QAP). This QAP shall be responsible to conduct audit of various components/deliverables of DigiLocker viz. Security audit and event based testing etc. The objective of this RFP is to engage a QA Partner Agency to be selected amongst the CERT-In empanelled security audit agencies who can work with NeGD, as per the activities defined in the Scope of Work (SoW) section of this RFP document. The QAP shall have to ensure that it works in such a manner so that the defined time lines of RFP shall meet.

3. Scope of Work

DigiLocker system has been made live since July 2015 and various components are updated regularly. The product management follows the principles of Continuous Integration Continuous Development (CICD). New features are also added and integration with issuer and requester agencies happens on a regular basis.

- It is envisaged that the QA partner agency shall undertake an annual system security audit and provide an audit certificate for each year's audit.
- QA partner agency will conduct an ongoing event based audit and security testing of DigiLocker APIs as well as partner APIs whenever requested by NeGD for the same.
- The engagement period of the QAP shall be for a period of 3 years.

3.1 Platform and Application Security Audit

The annual application security audit will cover the DigiLocker web application, DigiLocker Mobile web, DigiLocker Android app, DigiLocker iOS app, DigiLocker Partner portal and Repository.

This is to determine that application protects data confidentiality, integrity and availability and maintains functionality as intended. The Application and the underlying infrastructure and APIs

developed to interconnect with other apps is/are protected against external threats and attacks. **The assessment will be done as a yearly assessment.** Security Standards to be audited includes ISO 27001, OWASP top 10, OWASP top10 for Mobile apps, any other CERT-In issued guidance for any vulnerabilities, DigiLocker privacy policy and Terms of Service and provisions of IT Act 2000. **This system wide audit will be conducted once every year** and the QAP shall be issuing audit certificate at the end of each completed cycle.

3.2 Event Based Audit/Testing

This is to determine stability during launch of a new integration or service. When a significant new integration or service is being developed or about to be launched, risk of infringement, Virus threats, Privacy and confidentiality issues might be especially high. API testing needs to be conducted to address any such possibility linked to new integration development and launch of such integration on the platform. API testing shall be conducted on continuous basis and QAP shall load test each API for a level of concurrency ranging between 5000 to 20000 hits.

QAP shall cover aspects related to API Performance and API security.

The event based audit and security testing will cover audit as well as stress (load) testing of DigiLocker External Interfaces (APIs), internal interfaces (APIs) and Partner APIs (Issuers and Requestors). It shall cover each API end point and shall cover External APIs as well.

Both the application security audit and event based audit/testing will include but not limited to the below items:

- a) Authentication and Authorization testing.
- b) Confidentiality/Privacy testing.
- c) Data Integrity testing.
- d) Data and system availability
- e) Vulnerability Assessment.
- f) Penetration Testing.
- g) Audit Trails.
- h) Configuration Review.

4. Summary of Deliverables

Table -1

S. No	Audit/ Test (A)	Frequency (B)	QAP Timeline (C)	Deliverables (D)
1	Security Audit & Certification	Once a year	Within first 60 days of each yearly cycle	Complete security Audit followed by report submission till final audit certificate submission
2	API testing	As and when required	Within 7 Days of communication to QAP	Testing/Audit followed by report submission

5. Penalty Clause

- 5.1 In case of unjustified and unacceptable delay beyond any timelines allowed by NeGD in execution of the assigned work for any of the three set of activities to be performed by QAP (as per section 4.0), NeGD may impose a penalty of 1 % per week, shall be applicable on the overall quoted amount for a particular activity and capped at 10% of the value of quoted amount for that activity.

6. Bidding Process

6.1 Invitation to Bid

This invitation to bid is called for Appointment of QA Partner Agency for DigiLocker Project to conduct the Audit of DigiLocker Platform/Application including all its components mentioned in sections 3.1 and 3.2 for the National e-Governance Division, Ministry of Electronics & IT.

Bidders are advised to read the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, etc. given in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

6.2 Bidding Schedule

Sealed bids are invited from CERT-In empanelled Security Audit firms/organizations only for performing testing and audits. Interested audit agencies who wish to participate in bidding process may download the Tender from NeGD website or CPP portal and submit their bid as per schedule defined at Table no.2:

Table no.2

S. No	Activity	Date	Place
1	Availability for Download of RFP Document	From 13.02.2020 (10:00 am)	NeGD website / MeitY website/ CPP portal
2	Receipt of Queries	Upto 22.02.2020 (by 11:00 am)	via. Email only. (partners@digitallocker.gov.in)
3	Pre-bid meeting	24.02.2020 (11:00 am)	NeGD office, New Delhi
4	Response to Queries	Published by 26.02.2020 (1:00 pm)	NeGD website / MeitY website/ CPP portal
5	Receipt of Bids	Upto 05.03.2020 (by 11:00:00 am)	NeGD office, New Delhi
6	Opening of Technical Bid and document verification.	06.03.2020 (11:00 pm)	NeGD Office, New Delhi
7	Opening of Financial Bid	06.03.2020 (03:00 pm)	NeGD Office, New Delhi

Note :

- a) Any inquiries regarding clarification/interpretation/contents in connection with this Tender should be sent only via email. Only Clarifications /queries received till 22.02.2020 by 11:00 am will be taken into consideration and answered.
- b) NeGD shall organize a Pre-Bid meeting on the queries submitted by the Bidders on the scheduled date and time at NeGD. NeGD may incorporate any changes in the Tender based on acceptable suggestions received during the interactive Pre-Bid meeting or as deemed necessary to achieve the scope of work. The decision of NeGD regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. Only two persons for each intending bidder's organization will be allowed to attend the Pre Bid Meeting. The prospective Bidder(s), attending the pre-bid meeting shall be required to submit Authorization letter from their authorized signatories for attending the Pre-Bid Meeting.
- c) Response /reply to Queries / clarifications shall be uploaded on NeGD website/ CPP portal/ E-procurement Portal. No reply in this regard shall be sent to individual bidders. Bidders are advised to keep visiting NeGD website/ CPP before submission of their bids on the due date/time.
- d) NEGD may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify the Tender Document by an amendment. The same will be posted on CPP/ NeGD website/E-procurement Portal.
- e) NeGD **reserves the right** to reject/**cancel/scrap** the **Tender** Enquiry or change the quantity of tendered item(s) without notifying any reason whatsoever. In case of any dispute, the decision of NeGD shall be final and binding on all participants in the **tender**.

6.3 Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, an EMD amount of Rs. 50,000 only (Rupees Fifty Thousand Only) in the form of DD/Banker's cheque, FDR or Bank Guarantee issued by any Commercial bank in favour of '**DIGITAL INDIA CORPORATION – NeGD**' payable at Delhi. The EMD submitted without EMD, as mentioned below, will be summarily rejected. EMD should be valid for period of **225 days** from the last date of submission of bids for this tender. EMD in any other form will not be accepted. Bank Guarantee to be provided against this tender should be issued by a commercial bank. EMD shall be returned to the unsuccessful bidder(s) at the earliest after the bid opening and latest by the 30th day post bid opening. The EMD security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee. The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

Earnest Money Deposit for MSME Enterprises will be exempted, as per Rule 170 of GFR 2017, on submission of documentary proof.

The EMD may be forfeited if:

- a) Bidder withdraws its bid during the period of bid validity.
- b) Bidder fails to sign the contract in accordance with terms and conditions (only in case of a successful bidder).
- c) Fails to furnish Performance Bank Guarantee.
- d) Any information given is found wrong, leading to cancellation of offer/bid.

6.4 Name of Issuing Office

National e-Governance Division, MeitY, Government of India

6.5 Issuer Address for Bid Submission & Correspondence

Sh. Debabrata Nayak, Additional Director,
National e-Governance Division, Ministry of Electronics & Information Technology
4th Floor, Electronics Niketan,
6 CGO Complex, Lodhi Road
New Delhi – 110003
Email: partners@digitallocker.gov.in

6.6 Consortium

NeGD mandates that all the required capability and expertise for providing the services as sought by NeGD, shall be available in a single empanelled entity. Hence, **consortium bids are NOT allowed.**

6.7 Sub-Contracting

Sub-Contracting will NOT be allowed. No portion of the scope of work can be sub-contracted to any vendor, and all personnel delivering services under the contract should be employees of the bidder.

6.8 Bid Submission Process

Proposals must be direct, concise, and complete. NeGD will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP. Bidders shall furnish the required information in their technical and commercial proposals in the enclosed formats only.

A self-certification on Company's letterhead duly signed by an authorized representative certifying that the agency is not under declaration of ineligibility for corrupt or fraudulent practices with any Government department/ agencies/ ministries or PSUs' and the agency has not been blacklisted at the time of submission of bid. Format for the same is provided as per **Annexure-4** of this RFP.

Bidder shall submit Technical and Financial bids in two separate envelopes (One for Technical Compliance Documentation, one for Financial Bid – Marked as such) and put both these envelopes in third envelope which shall be properly sealed and superscribed as **“RESPONSE TO RFP NO. DL/SA/2020-01 FOR APPOINTMENT QA PARTNER AGENCY FOR CONDUCTING SECURITY AND EVENT BASED AUDIT OF DIGILOCKER”**. Technical Bid shall be containing supporting documents of previous experience, CERT-In empanelment Certificate and other supporting documents as per Detailed Technical Evaluation Criteria as per **section 9 Table no.3.**

7. Pre-Qualification Criteria

- 7.1 Bidder should be empanelled security Auditor on Indian Computer Emergency Response Team (CERT-In), under the Ministry of Electronics & Information Technology (MeitY), Government of India and must submit a copy of Certificate / Letter of empanelment from CERT-in.
- 7.2 Bidder shall be required to furnish copy of empanelment letter as received from CERT-in along with the Technical Bid. Bids received without copy of letter shall be summarily rejected.

8. Disqualification

NeGD may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:-

- a) Submitted the application after the response deadline;
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- d) Submitted an application that is not accompanied by required documentation or is non-responsive;
- e) Failed to provide clarifications related thereto, when sought;
- f) Submitted more than one bid on its own;
- g) Was declared ineligible/blacklisted by the Government of India/State/UT Government;
- h) Is in litigation with Government of India;

9. Detailed Technical Compliance Criteria

(Table 3)

S. No	Parameter	Description of Criteria/Response from Bidder	COMPLIANCE YES or NO
1	<p>Specific experience of the Agency (As per requirements in 1.1, 1.2, 1.3 in this table)</p> <p>Please attach the following for each reference:</p> <ul style="list-style-type: none"> • Purchase order clearly stating scope of Audit. • Supporting Letters of successful completion or Letter of project ongoing status, whichever is applicable, from the client. • List of VAPT Tools, equipments, Systems, Software licenses registered in your firm's name. 		
1.1	Experience in Security Audit	Agency's experience in conducting security audit of a minimum of 10 Government projects and 5 private projects	Supporting Letters
1.2	Experience in API Testing/Audit	Agency's experience in conducting security and performance audit APIs in a minimum of 5 public or private projects.	Supporting Letters
1.3	Experience in audit of other requirements	Agency shall have experience in Testing, Certification and Auditing including assignments involving web, APIs, Mobile web and Mobile App, file storage system	Yes/NO

10.0 Financial Bid Format

(Table -4)

S. No	Description	Amount in Rupees (to be quoted without Tax)
1	Annual Security Audit of all components of DigiLocker (as per section 3.1) and submission of Audit certificates for a total of 3 years.	
a)	DigiLocker web application	
b)	DigiLocker Mobile web	
c)	DigiLocker Android app	
d)	DigiLocker iOS app	
e)	DigiLocker Partner portal	
f)	Repository	
2	API testing (as per section 3.2) for a total of 3 years. This shall include all API end points, External APIs, API performances and API security. (Price to be quoted for a minimum of 250 APIs testing).	
Grand Total (Overall Cost):		
Amount in Words:		

Note:

1. Prospective bidder must read all terms and conditions and SOW before filling the Financial Bid.
2. Arithmetic errors in the Bids submitted shall be treated as follows: **Wherever there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.**
3. In case the selected bidder does not accept the work or walks out of the bid evaluation process after submitting the bid his EMD shall be forfeited and other suitable actions may be initiated.

11. Bid Evaluation, selection of QAP and Award of contract

Evaluations will be based on the proposal submitted while responding to the bid, relevant experience of organization and resources, fulfillment of eligibility criteria and any additional information requested by the Tender Evaluation Committee while evaluating.

Only the bids which are in 100% compliance of technical evaluation criteria will be eligible for financial bid opening.

Financial Bid will be evaluated on L-1 criteria of the overall cost. Bidder who has quoted least amount for the overall cost shall be awarded contract.

12. Payments

Payment will be made on completion of system audit every year, satisfactory execution of activities related to Security Audit / Testing. QAP shall provide completion certificate for each Audit for each component of DigiLocker along with API testing certificates.

NeGD will inform the QAP by email or letter in case of any unsatisfactory execution of Audit or testing activities.

(A) A Total of 6 payments will be made once every six months spread over a period of three years and payment will be released at the end of every 6 months upon submission of invoices by QAP.

QAP shall be required to raise bills at a frequency of every 6 months for the activities completed within that span of time.

The payment shall be made as per the example given below:

S. No	Description	Amount in Rupees (to be quoted without Tax)
1	Annual Security Audit of all components of DigiLocker (as per section 3.1) and submission of Audit certificates for a total of 3 years.	
a)	DigiLocker web application	9000
b)	DigiLocker Mobile web	6000
c)	DigiLocker Android app	9000
d)	DigiLocker iOS app	9000
e)	DigiLocker Partner portal	9000
f)	Repository	9000
2	API testing (as per section 3.2) for a total of 3 years. This shall include all API end points, External APIs, API performances and API security. (Price to be quoted for minimum of 250 APIs testing).	9000
Grand Total (Overall Cost)		60000/-

Lets us say QAP performed audit for components 1(a), 1(b) and 1(c) of DigiLocker within first 6 months then payment will be disbursed using the formula as below

$$\frac{\text{Component 1(a) amount}}{3} + \frac{\text{Component 1(b) amount}}{3} + \frac{\text{Component 1(c) amount}}{3} = 8000/-$$

(B) Payment for API testing will be done as per actual at the end of 6 months during 3 years (Term) by using the formula

$$\text{Payout} = \frac{\text{Quoted Amount}}{250} \times 'N'$$

Where 'N' is the number of APIs tested.

Suppose 25 APIs testing have been performed in 6 months then the QPA can raise bill as below:

$$\frac{9000}{250} \times 25 = 900/-$$

Any deviation on the deliverables beyond stated timelines may invite penalties as per penalty clause defined at Section 5 of this RFP.

NeGD shall strive to make Payment within 30 days after submission of invoice(s).

13. Performance Bank Guarantee (PBG)

Successful Bidder shall have to submit a Performance Bank Guarantee (PBG) of 10% of the value of his proposal at the time of the award of the contract. Specimen for PBG is laid down at **Annexure-3** of this Request for Proposal document.

Annexure-1
Technical Bid Submission Letter

To
Addl. Director,
National e-Governance Division,
Ministry of Electronics & Information Technology,
4th Floor, Electronics Niketan,
6 CGO Complex, Lodhi Road
New Delhi – 110003

Subject: Appointment of QA Partner Agency for conducting Security and Event based Audit of DigiLocker

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

We, the undersigned empanelled agency, having read and examined in detail all the bidding documents in respect of **QA Partner Agency for conducting Security and Event based Audit of DigiLocker** for NeGD, do hereby propose to provide our services as specified in Tender.

1. Technical Response

We confirm having submitted the information as required by you in your Scope of Work document. This is enclosed in _____ of our technical bid. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

2. Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in the SoW.

3. Validity of this Bid

We agree to abide by this SoW response for a period of **225** days from the date of submission of the bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and NeGD.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the proposed Audit of DigiLocker put forward in SoW or such adjusted plan as may subsequently be mutually agreed between us and NeGD or its appointed representatives.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information

contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory)

Name :

Designation :

Seal :

Date :

Place :

Business Address:

Annexure-2
Commercial Bid Submission Letter

To
Addl. Director,
National e-Governance Division,
Ministry of Electronics & Information Technology,
4th Floor, Electronics Niketan,
6 CGO Complex, Lodhi Road
New Delhi – 110003

Subject: Appointment of QA Partner Agency for conducting Security and Event based Audit of DigiLocker

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned empanelled agency, having read and examined in detail all the bidding documents in respect of **QA Partner Agency for conducting Security and Event based Audit of DigiLocker** for NeGD, do hereby propose to provide our services as specified in the bidding documents number_____.

1. Price and Validity

1.1. All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this bid are valid for a period of **180 calendar** days from the date of opening of the bids.

1.2. We are an Entity registered in India and do hereby confirm that our bid prices include all taxes including income tax and professional tax.

We have studied the Clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax is altered under the law, we shall pay the same.

2. Bid Pricing

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in bidding documents.

3. Bid Price

We declare that our bid prices are for the entire scope of the work as specified in the SoW of the RFP documents. We also understand that the quoted price is inclusive of all VAPT Tools, equipments, Systems, Software licenses, and any other cost related to SOW of this RFP.

4. Contract Performance Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed.

5. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

6. We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

***Submit the quotes as per Table no. 4 in Section 10.0 – Financial Bid Format.**

Thanking you,

Yours faithfully

(Signature of the authorized representative of the Bidder)

Name :

Designation :

Seal :

Date :

Place :

Business Address:

Annexure-3

Format of Performance Bank Guarantee from a Nationalized Bank

Ref. No.
Bank Guarantee No.
Dated: _____

To,
Addl. Director,
National e-Governance Division,
Ministry of Electronics & Information Technology,
4th Floor, Electronics Niketan,
6 CGO Complex, Lodhi Road
New Delhi – 110003

Ref: Request for Proposal (RFP): Appointment of QA Partner Agency for conducting Security and Event based Audit of DigiLocker

Dear Sir,

Sub: Performance Bank Guarantee for NeGD, Government of India

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as “Contract”) with you (NeGD) for ‘DigiLocker’ project.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR XXX (Rupees XXX only), and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount INR XXX (Rupees XXX only), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the project, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the project for the total solution as per said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against NeGD.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount INR XXX (Rupees XXX only) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein: Our liability under this Performance Bank Guarantee shall not exceed amount INR XXX (Rupees XXX only);

This Performance Bank Guarantee shall be valid only up to the completion of the project for the total solution/services as per contract; and we are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before ... (Date) i.e. completion of the period for the proposed DigiLocker project in Appointment for Partner Agency.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day **2020.**

Yours faithfully,

For and on behalf of the

Bank,

(Signature) Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Annexure-4

Undertaking – Non- Blacklisting

To
Addl. Director,
National e-Governance Division,
Ministry of Electronics & Information Technology,
4th Floor, Electronics Niketan,
6 CGO Complex, Lodhi Road
New Delhi – 110003

Date

Subject: RFP for Appointment of QA Partner Agency for conducting Security and Event based Audit of DigiLocker.

Dear Sir/Madam,

In response to the RFP Document subjected above, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted / debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name

Signature

Seal of the organization

Date _____

Place _____

Annexure-5

BANK GUARANTEE FORMAT FOR FURNISHING EMD

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

To,
National e Governance Division
4th floor, Electronics Niketan,
6, CGO Complex,
New Delhi-110003.

In consideration of the NeGD, Ministry of Electronics & Information Technology (hereinafter referred as the 'Owner', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having issued a tender no. _____ dated _____ and

M/s. _____ (name, constitution and address) (herein referred to as the Bidder, which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) having made a Bid for the above-mentioned tender and the Bidder have agreed to give Earnest Money Deposit of Rs. _____ (in words.....) to abide with the below mentioned condition of the tender :

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of bid.
- (2) If the Bidder having been notified of the acceptance of his bid by the Owner during the period of its validity:-
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We (name of the Bank) having our Registered Office at _____ and Corporate/Head Office at _____ hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount of Rs. _____ ; to the Owner, within ten (10) calendar days from the date of receipt by us of your first written demand through hand delivery or registered A.D. Post or by speed post or by courier, stating that "Bidder" has failed to perform its obligations under the Tender. Aforesaid Payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by the Owner to the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Bidder or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of

any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Tender between the Owner and the Bidder or any other course of or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Bidder and notwithstanding any security or other guarantee that the Owner may have in relation to the Bidder's liabilities.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ shall be extended from time to time for such period as may be desired by the Bidder on whose behalf this guarantee has been issued.

WITNESS

1. Name _____

Signature

BANK

Name

Seal, name and address of the branch

Designation with bank stamp

2. Name _____

Signature

Attorney as per power attorney number:

Date

Place