

Request for Proposal (RFP)
for
UIDAI AUA/KUA Application and Services
at
Kempegowda International Airport, Bengaluru

Bangalore International Airport Limited
Administrative Block
Kempegowda International Airport, Bengaluru
Devenahalli
BENGALURU - 560 300

DISCLAIMER

1. This Request for Proposal ("RFP") is issued by Bengaluru International Airport Limited ("BIAL").
2. The information contained in this RFP document or subsequently provided to the interested applicants ("Bidders"), whether verbally or in documentary or any other form by or on behalf of BIAL or any of their employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
3. This RFP is neither an agreement nor an offer by BIAL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BIAL in relation to the scope of services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidders may require. This RFP may not be appropriate for all persons, and it is not possible for BIAL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who read or use this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidders should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BIAL accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein.
5. BIAL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
6. This RFP, along with its Annexures, is not transferable. The RFP and the information contained herein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not

continue with its involvement in the project in accordance with this RFP, this RFP must be kept confidential.

7. BIAL also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the statements contained in this RFP.
8. BIAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that BIAL is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the consultancy and BIAL reserves the right to reject all or any of the proposals without assigning any reasons whatsoever. This RFP may be withdrawn or cancelled by BIAL at any time without assigning any reasons thereof.
10. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BIAL or any other costs incurred in connection with or relating to its proposal. All such costs and expenses shall remain with the Bidder and BIAL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the selection process.

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1. GENERAL INFORMATION

Introduction to BIAL

Bangalore International Airport Limited ("**BIAL**" or "**Client**"), a Company within the meaning of the Companies Act, 2013, is the owner and operator of a greenfield airport: Kempegowda International Airport, Bengaluru, Devanahalli, Bengaluru 560 300, in the State of Karnataka, India (the '**Airport**'). The Airport is built and is being operated at the best international standards. BIAL is committed to establishing the Airport as one of India's leading airports, in terms of quality and efficiency and set a benchmark for the future development of Indian airports and also services to its passengers. The Airport is currently the third largest airport in India. Further, more information about the Airport can be viewed at www.bengaluruairport.com.

BIAL has entered into a Concession Agreement with the Government of India, whereby Government of India has granted the exclusive right and privilege to BIAL to carry-out the development, design, financing, construction, operation and management of the Airport for a period of thirty years from the Airport opening date, with an option for BIAL to extend the concession for another thirty years.

Starting FY 2014_2015, the Airport has third highest total traffic in the country after Mumbai & New Delhi, which makes it busiest Airport in the country. In FY 2016 - 2017 (Apr'16 to Mar'17), the Airport served 22.88 million passengers, touching 178117 air traffic movements (ATMs). Currently for FY 2017 - 2018 (Apr'17 to Aug'17) the Airport handles approximately 495 aircraft movements serving around 67,350 passengers per day. The Airport handles 32 passenger airlines (includes Indian Carrier and foreign carriers) and connect over 60 destinations across the country and world.

Domestic and International passenger traffic constitute approximately 80% and 20% respectively of the total passenger traffic.

2. OBJECTIVE / INTENT OF THE RFP

BIAL is committed to operating the Airport as one of India's leading projects in terms of quality and efficiency and has set a benchmark for the future commercial development of Indian airports. The Airport has recently undergone a massive expansion phase, hence necessitating for even higher operational efficiency.

BIAL has been facilitating the movement of Passengers and Cargo in a safe and secure manner. BIAL endeavors to establish the Airport as a Digital Airport and is taking various

initiatives in this digital journey. One such initiative is to improve the Security and Passenger throughput (Faster access to the Boarding Gate) and BIAL intends to implement Biometric Access at the Airport to verify the Passenger identity and allow access to the existing main building of the Airport (the 'Terminal' or "Airport Terminal").

In order to enable the Aadhaar-holder passengers to prove their identity without having to provide identity proof documents in order to access the Airport Terminal, Aadhaar authentication is required.

BIAL wishes to engage the services of Authentication User Agency (hereinafter "AUA") /Know your customer User Agency (hereinafter "KUA") /Authentication Service Agency (hereinafter "ASA") service providers registered with and approved by Unique Identification Authority of India (hereinafter "UIDAI") to provide digital access to Passengers via authentication and e-KYC (electronic-Know Your Customer) services. Further, the AUA/KUA/ASA service provider shall set up the Infrastructure required to avail the Authentication/e-KYC Service.

BIAL hereby solicits proposals from AUA/KUA/ASA Service Providers (hereinafter referred to as the "Bidders") meeting the qualification criteria defined in this RFP and the terms and conditions contained in this RFP for providing the digital access to Passengers via Authentication and e-KYC Services and to set up the Infrastructure required to avail the Authentication/e-KYC Service at the Airport.

The proposals submitted by the Bidders (hereinafter "Proposal") shall comply with all the requirements stated in this RFP. Based on final evaluation, of the Proposals received, the successful Bidder (hereinafter referred to as the "Service Provider") shall be selected / awarded the contract and shall be notified.

The notification of award of the contract by BIAL shall be followed by execution of an agreement between BIAL and the Service Provider ("Agreement"), recording the terms and conditions for performing the Scope of Services/Work.

The Service Provider shall submit Technical-commercial proposal for 2 options:

1. On-premises Model- Infrastructure with On-site support
2. Cloud Managed service model

3. CURRENT PROCESS FOR PASSENGER ENTRY TO THE AIRPORT TERMINAL

The current process requires every passenger to present his photo identity at the entry gate to the Central Industrial Security Force of India ("CISF") personnel along with his travel ticket / Boarding pass. Both these physical documents will be then verified individually and if in order, the passenger is allowed entry into the Terminal.

This process is manual and paper based.

4. PROPOSED PROCESS FOR PASSENGER ENTRY TO THE AIRPORT TERMINAL

The proposed process will be automated for both the verification of the travel document (using the airline system) and verification of the passenger's identity with the Aadhaar database (using the UIDAI system). This system is paperless.

In case the Passenger has provided the Aadhaar number at the time of booking, the Passenger can present the boarding pass. The bar coded boarding pass is validated against the Airline Departure Control System ("DCS") with Passenger Name Record ("PNR") Details. Further, the Aadhaar information contained in the Bar code is verified against the Aadhaar database. To confirm the valid Identity of the passenger, the Passenger presents his biometric identity registered with Aadhaar at the Scanning device. On verification of the valid biometric identity, the Passenger is provided access to the Airport Terminal. On verification of Bar Coded Boarding Pass ("BCBP") and Aadhaar, a passenger information envelope is to be created by the application which is to be used in subsequent stages of passenger journey at the Passenger Terminal (Security hold, boarding gate, remote ladder) for verification.

In case the Passenger has not provided the Aadhaar number at the time of booking- Passenger has the option to enter the Aadhaar number in the application at the scanning kiosk which gets verified against the Aadhaar database. Subsequent steps are as explained above.

The scope of this RFP is for the set-up of the AUA/KUA infrastructure and application for verification and identification of passengers against the available Data in Central Identity Data Repository ('CIDR').

5. Bidders Eligibility Criteria

Financial Eligibility

- a. Financial Strength: Financial Strength: The Bidder shall have an annual turnover of INR three (3) Crores for the past 3 years. The Bidder should include the Bidder's past three (3) years of audited Financial Statements.
- b. The Bidder should be a Govt/PSU/Private/Public company in India for last 3 years. The Bidder shall attach the Certificate of Incorporation as documentary proof.
- c. The Bidder shall submit a self-attested letter that they are not blacklisted by Government/regulatory authority.

- d. The Bidder shall submit a copy of the agreement with UIDAI for providing the proposed services (AUA/KUA)

Technical Eligibility

- a. Experience in providing Aadhaar based Biometric Authentication and Access Services in at least 3 Corporates / Banks/ Telco's/ Government Bodies (airports preferred).
- b. The Bidder shall have licenses required to operate as Aadhaar based service provider for AUA/ASA/e-KYC or shall tie up with the licensed service provider for portion of the service required for the end-to-end solution.
- c. At least 2 of the three references given above shall be for scanning and verifying a minimum of 50,000 individuals' identity per month.
- d. This applies to the Bidder or OEM participating with the Bidder.
- e. The solution implemented above must be in production use for the last 1-2 years at the Referred site (Not pilot project or a proof of concept). Customer reference letter to establish the eligibility criteria is required and to be submitted with the offer.
- f. The Bidder must be able to demonstrate the Proof of concept of the solution proposed at no cost to the BIAL.

6. BRIEF ON AIRPORT INFRASTRUCTURE AND LICENSE INFORMATION

BIAL has deployed common IP network foundation throughout the campus for Voice, Data and Video requirements. The Infrastructure (Servers and Storage) is hosted in two Data centers (Primary and Backup). BIAL has subscribed to Internet services from two Internet service providers for redundancy.

BIAL has registered and obtained the AUA License for pre-production and this can be used by the Service Provider for setting up the required authentication services for BIAL.

Subsequently, BIAL shall move to production and subscribe to e-KYC service.

7. SCOPE OF WORK

- 7.1 The Bidder shall assess BIAL requirement, design optimal architecture and process for Aadhaar based authentication.
- 7.2 The Bidder shall design and size the solution to meet BIAL's requirement. It is envisaged that the number of transactions for passenger verification will scale up gradually.

The expected transactions are given below:

- Initially about 20% of departing passengers i.e., 2,00,000 passengers per month will be verified;
- Subsequently, 50% - i.e., 5,00,000 departing passengers per month;
- Finally, BIAL intends to achieve 100% passenger verifications i.e., 10,00,000 departing passengers per month;
- The Passenger growth rate Year On Year is 20%.

The Service Provider shall ensure that the solution provided shall be scalable to meet the passenger verification adoption gradually and also an overall passenger growth of 20% annually.

- 7.3 The Service Provider shall supply the required Hardware in Active Cluster and Software (OS/DB/Application) with required licenses, Install and Deploy the solution in line with the UIDAI guidelines, Integrate with ASA Partner and Test (Unit test, System test, Performance and Security test) for **On-Premises Model**.
- 7.4 **In case of Cloud managed service model**, the Service Provider shall set up the environment and deploy the solution in Cloud/ service provider site in-line with UIDAI guidelines, integrate with on-premises Scanning devices and Test (Unit test, System test, Performance and Security test)the solution.
- 7.5 **The Service Provider shall integrate the backend application with the Airline DCS for Passenger PNR validation.**
- 7.6 The Service Provider shall provide the requisite training, Operate and Maintain the solution for a period of three (3) years on 24x7 basis during the Term of the Agreement.
- 7.7 The Service Provider shall a enter into Comprehensive Maintenance Contract/Annual Maintenance Contract with BIAL for a period of two (2) years post warranty period of three (3) years and shall be responsible for timely troubleshooting, updates, patches, upgrades, and bug-fixes including additional customization/upgradation, configuration & integration requirements as per the directions of UIDAI during the contract.

8. TECHNICAL SOLUTION REQUIREMENTS and Detailed Scope of Work

- 8.1 The Service Provider shall ensure that the solution provided works with heterogeneous devices and works with wide range of Biometric scanners (Fingerprint- Contact and Contactless, Iris, etc.) for capturing the Passenger Identity (Finger prints, iris, etc.). The scanners provided shall be certified by Standardization Testing and Quality Certification, Ministry of Electronics

and Information Technology, Government of India, New Delhi (“STQC”)/ UIDAI.

- 8.2 The Service Provider shall setup the AUA/KUA Infrastructure to verify the Passenger Identity with the Aadhaar Database and return the results of Verification to the Kiosk monitor with the photo of the passenger (and hence the need of e-KYC details). The Service Provider shall ensure the data collected is encrypted and transmitted securely to AUA Back office and ASA. Ensure compliance of authentication related operations (processes, technology, security, etc.) to UIDAI's standards and specifications.
- 8.3 AUA/KUA Infrastructure to include Hardware with high availability i.e Active cluster, (Application server, Database server, Test Server, Security Module (HSM) card/ Appliance, Risk management, Load balancer, Firewall etc), Client Application with mobile/web/kiosk based front ending interfaces and connectivity.
- 8.4 The Service Provider shall provide the Client Application for Aadhaar based services like eKYC, Authentication, etc
- 8.5 The Service Provider shall tie up with empaneled ASA for Authentication from UIDAI CIDR over secure network connectivity. **The results shall be made available in less than 5 seconds.** The Service Provider shall conduct the pre-production testing with the credentials provided by UIDAI to BIAL.
- 8.6 The Service Provider shall work with BIAL to achieve the required pre-production transactions under the AUA in order for BIAL to qualify for the KUA license.
- 8.7 The Service Provider shall conduct end-to-end testing of the application for the required pre-production test transactions and submit the test results, Audit compliance check-list to UIDAI. On confirmation from UIDAI and receipt of production credentials, the Service Provider shall make necessary changes as proposed by UIDAI to perform transactions on the production environment and confirm “Go Live”.
- 8.8 The Service Provider shall make live the complete solution in production environment.
- 8.9 The Service Provider shall integrate the backend application with the Airline DCS for Passenger PNR validation for all operating airlines.
- 8.10 The Service Provider shall work with BIAL's e-Boarding gate/ supplier and provide the Application Program Interface (‘API’) integration to provide access to the Terminal to the verified passengers, and optimize the solution to work with different peripherals / passenger mobile devices.

- 8.11 The Service Provider shall ensure the complete solution (Hardware/ Software/ Network Connectivity) is secure and shall get the solution certified by Third party CERTIN Certified auditors/UIDAI approved auditors.
- 8.12 The Service Provider shall provide comprehensive Annual Maintenance Contract/ Comprehensive Maintenance Contract with BIAL for the solution (Hardware, Software and Services) for a period of two (2) years for both On-Premise and Cloud Managed service models proposed.
- 8.13 The Service Provider shall provide regular updates/ upgrades to ensure the client application is ready whenever UIDAI publishes new version of the Aadhar platform.
- 8.14 The Service Provider shall demonstrate and ensure compliance to the Aadhaar Security Requirements. The Service Provider shall maintain transaction logs through a unique transaction ID and submit the Audit reports/ transaction logs as and when required by the relevant authority.
- 8.15 The Service Provider shall procure and implement Digital signature and Security module. The Authentication request shall be digitally signed for forwarding to UIDAI CIDR. The security module shall establish secure connection to the CIDR database.

9. KEY RESPONSIBILITIES (FOR THIS PROJECT) OF AUA/KUA/ASA SERVICE PROVIDER

- 9.1 Ensure compliance of authentication related operations (processes, technology, security, etc.) to UIDAI's standards and specifications.
- 9.2 Prepare authentication packet as per Authentication API specifications.
- 9.3 Log and maintain details of all authentication transactions.
- 9.4 Ensure Best Finger Detection (BFD) application is implemented to on-board the passengers for biometric authentication and access to the Airport Terminal.
- 9.5 Identifying exception-handling and back-up identity authentication mechanisms. Deploy fraud monitoring mechanism, to prevent misuse of exception handling mechanism by operators and any other ecosystem members.
- 9.6 Get its operations and systems related to Aadhaar Authentication audited as per UIDAI's specifications.
- 9.7 Ensure connectivity from authentication devices to the AUA server and between the AUA server and the ASA server is highly available

9.8 Ensure adequate training for the personnel managing authentication devices.

9.9 Ensure Network between AUA and ASA is secure.

10. COMPLIANCE MATRIX

It is mandatory for the Bidder to fill in the Compliance matrix.

The Service Provider shall comply to the details given in Section 7, 8 and 9 and this shall be listed here in the table by the Bidder in their proposal.

Section Number	Requirement	Compliance (Yes/No)	Reference in the Bidders technical proposal on how it is complied with
(Example) 7.3	7.3 The Service Provider shall supply the required Hardware/ Software, Deploy the solution in line with the UIDAI guidelines, Integrate and Test for On-Premises Model		
8			
9			

11. EVALUATION CRITERIA

Technical proposals of the Bidders, who meet the eligibility criteria, shall be opened and evaluated. Technical bids not meeting the requirements will be rejected.

11.1 Technical Evaluation

All the Bidders, who have qualified against the eligibility criteria, will be invited for Presentation/Demonstration by the Evaluation committee. Based on the demonstration/s, the evaluation team shall evaluate the Bidder/s based on their solution mapping capability as per BIAL requirements for 100%.

11.2 Commercial Evaluation

Commercial bids of the technically qualified Bidders (Post the successful POC- if required by BIAL) will be opened. All-inclusive price for the project will be considered for commercial evaluation and the bid with lowest score will be given 100%.

12. PAYMENT SCHEDULE

For On-Premise Option

PHASE	% FEE PAYABLE	MILESTONE
1	60% of Purchase Order Value	Delivery of Hard Ware and Applications
2	20% of Purchase Order Value	Installation and Commissioning
3	10% of Purchase Order Value	Testing and UAT
4	10% of Purchase Order Value	Retention for Warranty Period-Retention for Warranty Period that can be released by submitting a Performance Bank Guarantee (the template of which is attached hereto as Annexure H), of the equivalent amount of the retention Amount valid for Warranty Period.
5	AMC Charges for 4 th and 5 th year	Quarterly in arrears

Cloud Managed Service Model

BIAL shall pay the One - time charges (if any) on completion of successful Go-live of the solution UAT, and the recurring charges will be paid monthly in Arrears

13. PAYMENT TERMS

Payment will be released after deductions, if any, within thirty (30) days of receipt of the original copy of the valid invoice against submission of the completion certificate

for each phase.

14. BID SUBMISSION

Hardcopies of the offer must be submitted in two (2) parts sealed separately as Part - I (Technical Bid) and Part - II (Commercial Bid) in separate sealed envelopes along-with softcopies of the bids in the digital optical discs like, compact discs or digital versatile discs.

14.1 Part - I (Technical Bid- Refer Annexure A) shall contain:

- Covering letter (format of which is attached as Annexure D) with qualifying criteria, customer references, etc;
- Technical compliance sheet;
- Detailed bill of materials, without commercials;
- Technical datasheets for all the proposed devices / components;
- Support organization, problem escalation process, response and resolution time;
- Customer references and purchase order copies to prove the eligibility criteria;
- Supply schedule and training schedule to the installer and the BIAL ICT team;
- Location of the nearest sales office and support office;
- Service Level Agreement ('SLA') documents describing response & resolution time;
- Acceptance in the industry of the Bidder's products/services (Letters / Feedbacks from the existing customers / leading magazines, or audit reports on the products and the services).

14.2 Part - II (Commercial Bid- Refer Annexure C) shall contain:

- Detailed bill of materials with tax structure for each line-item, for the supply and installation;
- Delivery schedule, exceptions and deviations, if any;
- Validity of offer (not less than one hundred and eighty (180) days from the Proposal submission date);
- Goods and Services Tax ('GST') registration certificate, if any;
- OEM authorisation letter, if applicable.
- The Commercial Bid should clearly indicate the applicable percentage of GST.

The separate Technical Proposal and the Commercial Proposal should be sent to the following address titled:

"UIDAI AUA/KUA Application and Services"

The Deputy General Manager - Procurement & Contracts
Bangalore International Airport Limited
Administration Block, Alpha-2
Kempegowda International Airport, Bengaluru

BENGALURU 560300, India

The language for all written communication shall be English and currency shall be Indian Rupee.

Cost of Proposal - The Bidders shall bear all costs associated with the preparation, submission and presentations (if required by BIAL) of its Proposal and BIAL shall, in no case, be responsible or liable for such costs, regardless of the outcome of the RFP process.

It is obligatory on the part of the Bidders to submit all information required as per this RFP, failing which the Proposal shall be deemed to be incomplete and BIAL shall have the rights to reject such Proposal.

A Power of Attorney duly notarized or certified true copy of a Board Resolution in favour of signatory of the Proposal, authorizing the signatory of the Proposal to submit the Proposal on behalf of the Bidders (“Authorised Signatory”) and to execute and perform the Agreement (if awarded) shall be submitted with the Technical Proposal.

The Bidders shall submit Litigation History as per Annexure E, Company Background Details / General Information as detailed in Annexure F and Documents to be furnished as per Annexure G with the Technical Proposal.

15.RFP TIME SCHEDULE

The following timetable indicates BIAL’s intended schedule:

Description	Date	Comments/ Format
RFP Release	13th October 2017	
Pre-bid clarifications	24 th October 2017	By e-mail to ictbid@bialairport.com on or before 17.00hrs IST on 24 th October 2017
Meeting & Presentations	25 th October 2017 to 27th October 2017	The specific schedule to the respective Vendor-Partners who have requested for presentation slot, will be communicated via e-mail ictbid@bialairport.com .

Response Queries	to	30 th October 2017	Through e-mail from ictbid@bialairport.com
Receipt of Techno- Commercial Proposal	of	6 th November 2017 on or before 16.30 hrs IST.	Strictly in accordance with the submission requirements detailed within this document. NB: Vendor-Partners shall comply with the specifics of the submission & the communication mediums.

Any Proposal submitted by either facsimile transmission or e-mail is not acceptable. Any Proposal received after the due date, or/and which is not in accordance with the above prescribed mode of submission, will be summarily rejected.

16. **VALIDITY :**

The Proposal shall be valid for a period of One Hundred and Eighty (180) calendar days (Bid Validity Period) from the Bidders Submission of Proposal date as stipulated under section 15 herein.

Prior to expiry of the Bid Validity Period, BIAL may request the Bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A Bidder agreeing to the request shall not be permitted to modify its Proposal, but shall be required to extend the validity of its Proposal correspondingly. All the terms of the RFP shall continue to be applicable during the extended period of validity.

17. **TERMS & CONDITIONS:**

The term of the Agreement shall be for a period of three (3) years from the execution of the Agreement ("Term"), unless terminated in accordance with the terms of the Agreement. At any time during the Term of the Agreement, BIAL shall have the right and discretion to add or delete the Scope of Services/Work or suspend, partially or in full, the Scope of the Service/ Work mentioned in the RFP. The Service Provider shall be responsible for providing (at no additional cost to BIAL) any and all additional items that are not expressly included by the terms of this RFP/Agreement to the extent such items are reasonably required for the achievement of the objectives of the Scope of Services/Work. In the event of any increase or decrease of the Scope of the Service/ Work, BIAL shall have the right to proportionately increase or decrease service fee, in accordance with the Proposal submitted. In the event there is increase in the Service/ Work due to the Service Provider's fault and/or the Service Provider obtains any information that leads it to believe that certain additional work is required for the due performance of its obligation under the Agreement, then the same shall be performed by the Service Provider at no

additional cost or expense to BIAL. The Service Provider shall provide regular status/ update of the Services/ Deliverables and complete progress of the work within the overall schedule of work from time to time as desired by BIAL in writing.

It shall be Service Provider's liability for transportation and commissioning of the system, software, equipment if any provided to BIAL under and pursuant to the Scope of Work, Warranty section and the Agreement. BIAL shall not be responsible and shall not bear any additional costs for the damages of the system, software, equipment either during the transportation, storage and or during the commissioning. BIAL shall take custody only after the completion of the Scope of the Service/ Work.

The Bidders shall comply, ensure, provide and shall cover all the Technical requirements mentioned in Annexure A.

18. PRICES:

18.1 The Contract price shall remain firm and must not be subject to escalation during the performance of the contract due to fluctuation /change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason whatsoever.

18.2 No other cost whatsoever will be paid by BIAL.

19. WARRANTY AND THE OTHER OBLIGATIONS OF THE SERVICE PROVIDER

19.1 The Service Provider shall provide/ensure/pass to BIAL all applicable Warranties, complete cover and comprehensive support including warranty. The Service Provider shall provide/ensure and warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship of the hardware and software including pre-installed software components during the warranty period. Defective hardware or software shall be replaced by the Service Provider at his own cost, including the cost of transport.

19.2 The Service Provider shall provide warranty for a period of three (3) years from the Acceptance Certificate date (**Acceptance Certificate means** in relation to services/work, means a document prepared and submitted by the Service Provider to BIAL, signed by an authorized representative of Service Provider and accepted by the signature of an authorized representative of BIAL evidencing that (i) the Service Provider has successfully completed all acceptance tests and requirements as set forth in the Agreement in respect thereof, to the satisfaction of BIAL; and (ii) that the system is ready for commercial service/operation). A separate contract (Comprehensive Maintenance Contract/Annual Maintenance Contract)

shall be entered into between BIAL and the Service Provider for a period of two (2) years as per the terms and conditions decided by BIAL.

- 19.3 The Service Provider warrants that the system and the other systems, hardware, software supplied pursuant to the RFP and the Agreement are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials.
- 19.4 The Service Provider shall further warrant that the system and all other systems, hardware, software supplied under this RFP/Agreement shall have no defect arising from design, materials or workmanship or from any act or omission of the Bidders or which may develop under normal use of the supplied systems in the conditions prevailing at the final destination.
- 19.5 During the warranty period, the Service Provider shall repair or replace the defective components, systems or entire System hardware and for the software the Service Provider shall provide upgrades, bug fixes, patch updates for the system, as per the Agreement at no additional cost to the BIAL.
- 19.6 Call-to-Response/ Call-to-Resolution Time:

19.6.1 Reporting a fault

The Service Provider shall provide a process for reporting the faults. Fault can also be reported to the Service Provider at any time by telephone/email/fax and the helpdesk receiving such calls shall log the calls in their system. If the user reports a fault to the Service Provider the first step - whenever possible - is to attempt troubleshoot the fault or remedy it directly on the telephone. Also, a service request is to be raised and activated.

19.6.2 Prioritizing the fault

The fault will be prioritized in accordance with the impairment according to the following:

Classification	Severity	Description
Priority 1	Full system outage and backend infrastructure	The user is unable to use the service to perform key tasks.
Priority 2	Any zone-wise outage	The user can use the service only to the limited extent.

Priority 3	Outage of any one device or field component	Operation of the system is impaired to only a minor degree. The system can still be used by the user
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19.6.3 Response time

19.6.4 The Service Provider shall respond to the priority calls within 30 minutes [Call-to-Response] on reporting of breakdown/outage through telephone/ email or fax or courier at the Service Provider's office as per call logging and escalation matrix.

19.6.5 Restoration time

The restoration time commences when a fault report is received and ends when functionality has been restored. Functionality is deemed to have been restored when the connected systems are able to operate and the service is available again.

The successful resolution of the fault has to be documented in the service request. The resolution time expected to be provided by the Service Provider is given below:

Classification	Resolution Time
Priority 1	4 hours
Priority 2	8 hours
Priority 3	12 hours

19.6.6 Performance Compliance Level during Warranty: Stipulated performance compliance level for the supplied system shall be 99.9 %.

- i. The performance would be measured on monthly-basis by BIAL.
- ii. Liquidated Damages :
In case of any deviation, delay or unsatisfactory performance under and pursuant to this RFP and/or Agreement, Liquidated Damages shall be levied by BIAL. Amount of Liquidated Damages shall be calculated on monthly basis for the shortfall in performance compliance level is as under:

Shortfall in Performance	Liquidated Damages (% of the monthly invoice)
<= 1%	1
>1% and <= 3%	3
>3% and <= 5%	5
>5% and <=6%	6
>6% and <=10%	8
>10%	10

- iii. The amount of Liquidated Damages may be claimed/ adjusted while releasing the payment.
- iv. BIAL shall promptly notify the Service Provider Team in writing / e-mail / fax of any claims arising under this warranty.
- v. Upon receipt of such notice the Service Provider shall, as mentioned below, repair or replace the defective system or parts thereof, without any cost to the BIAL.
- vi. In case the system is taken away for repairs, the Service Provider shall provide similar standby system(s) which can be put to use in the absence of the originals/ replacements without disrupting the BIAL's regular work without any cost to the BIAL till the original system(s) is repaired and made operational.
- vii. In case some system(s) is declared by the Service Provider as beyond repairs, the Service Provider shall provide a replacement system(s) of the same or higher configuration from the same OEM with prior consent of BIAL.
- viii. Free on-site maintenance services shall be provided by the Service Provider during the period of warranty.

20. **FORMAT & SIGNING OF THE PROPOSAL :**

The Bidders shall provide all the information as per this RFP. BIAL reserves the right to evaluate only those Proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.

The Bidders shall prepare and submit the Proposal in 2 original sets of documents (hard copy + soft copy) comprising the Bidder's Eligibility Criteria, Technical Proposal and Commercial Proposal in separate sealed envelopes and enclose all in an Outer envelope.

The outer envelope should clearly mention following details:

“PRIVATE AND CONFIDENTIAL”

Proposal for UIDAI AUA/KUA Application and Services

To
Bangalore International Airport Limited,
Kempegowda International Airport, Bengaluru, Devanahalli,
Bengaluru-560300, India.

Attention: DGM - Procurement & Contracts

<Authorized Signatory, Name of Bidder and Bidder's Address>

If the envelope is not sealed and marked, as instructed above, BIAL assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In this case, the prematurely opened proposal will be rejected & duly returned.

21. GENERAL INSTRUCTIONS TO THE BIDDERS AND RESPONSIBILITIES OF BIDDERS:

21.1. General Instructions to the Bidders:

- 21.1.1 The Bidders shall have to comply with all the requirements of this RFP for evaluation.
- 21.1.2 The Bidders shall provide all information in order to enable BIAL to make judgments about their suitability.
- 21.1.3 Conditional Proposals will be rejected. The Bidders shall comply with all the terms and conditions set out in the RFP and its appendices while submitting its Proposal.
- 21.1.4 From the time the Proposals are submitted, to the time the award of tender, the Bidders should not contact BIAL on any matter related to its Proposal. Any effort by the Bidders to influence BIAL in the examination, evaluation, ranking of the Proposals, and recommendation for award of the contract may result in the rejection/disqualification of the Bidder's Proposal.
- 21.1.5 BIAL shall evaluate the Proposals of only those Bidders, who have satisfied the criteria and complied with the other requirements of this RFP in a fair and unbiased manner.

21.1.6 BIAL will also consider the past performance of the Bidders, and its constituent individuals or entities as applicable, on other contracts with BIAL in terms of quality of its operation and management.

21.2. Responsibilities of the Bidders:

It is the sole responsibility of the Bidders to:

- 21.2.1 Examine, understand and conduct its own investigations and analysis; examine the accuracy, reliability and completeness of the information provided in this the RFP document, including all the annexures/appendices and to verify their completeness.
- 21.2.2 All other matters that might affect the Bidder's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with this RFP, the Scope of the Service/ Work and the Agreement.
- 21.2.3 The Bidders shall make all relevant investigations in relation to the performance of its obligations pursuant to the Bidder's right.
- 21.2.4 In the event that there are any pages or documents obviously missing or erroneously inserted in the documents supplied or there are any concerns implied or related to but not specifically mentioned, the Bidders shall promptly inform BIAL as per section 21.2.7 of the RFP to have such discrepancy rectified well before the RFP closing date.
- 21.2.4 The Bidders shall be responsible for obtaining and maintaining permits and also for complying with all the laws, orders, regulations or other instructions issued by all statutory authorities in India.
- 21.2.5 The Bidders agree that all information pertaining to BIAL's business and other information by BIAL are confidential information of BIAL. The same shall be kept confidential and shall not be disclosed to any third party without prior written approval of BIAL.
- 21.2.6 The Bidder shall submit a valid and binding Proposal on or before due date of submission as mentioned in Section 15 herein.
- 21.2.7 Any discrepancies, omissions, ambiguities or conflicts in or among the documents forming part of the RFP, or the Scope of Services/ Work, or any doubt as to their meaning should be called to the attention in writing by e-mail to ictbid@bialairport.com before 16.00 hrs IST on 19th October 2017 and the queries clarifications shall be made on or before 17.00hrs IST on 24th October 2017. BIAL shall at its discretion choose to issue a clarification. The Bidders shall disregard any oral instructions issued by any person, unless issued in writing by BIAL.

Copies of BIAL's response shall be forwarded via email to all the Bidders to the email address provided to BIAL, with a description of the enquiry; but, without identifying its source or shall be uploaded in BIAL's website against the RFP. Further, BIAL is no way give any guarantee to give response to all the query raised by the Bidders, but may respond only to relevant query/queries, which BIAL may decide at its sole discretion.

- 21.2.8 With prior written intimation and appointment the Bidders may visit and inspect the Airport, all location and its surroundings and obtain for itself on its own responsibility and cost, all information that may be necessary for preparing the Proposal. Further, it shall be deemed that, each Bidder has made itself aware of the working conditions and other requirements of the respective locations, and the Airport and is aware of the facts, prior to submission of the Proposal and for any appointment for the inspection of the Airport, the Bidders may sent an email to ictbid@bialairport.com.

22. CONFIDENTIALITY:

- 22.1 BIAL and the Bidders shall ensure the confidentiality of all documents supplied by either party to either side.
- 22.2 All documents will be used in RFP process only.

23. ASSIGNMENT :

- 23.1 Any assignment/subcontracting of the obligations under the RFP or the Agreement, scope of services/work or of any rights hereunder, in any manner, by operation of law or otherwise, without the prior written consent of BIAL, shall be void. Any such consent shall not relieve the Service Provider from its obligations under the RFP and Agreement.
- 23.2 The Bidders shall not give, bargain, sell, assign or sublet or otherwise dispose-off the Proposal or any part thereof, or the benefit or advantage of being the Service Provider to any third party.

24. LAW & JURISDICTION :

The Proposal shall be considered, governed by and interpreted in accordance with the laws of Republic of India. The jurisdiction for the purposes of the bid shall be the Courts at Bengaluru only.

25. ADDENDUM/CORRIGENDUM

- 25.1 At any time prior to the closure of the Proposal submission date as per section 15 herein, BIAL may, for any reason, shall have the right to modify the RFP, extend the dates of submission by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued, shall form a part of the RFP pursuant to this section, and shall be uploaded on BIAL website. BIAL also reserves the right to extend the dates of submission of the Proposals even after the Proposal submission date but before opening of the Proposals.
- 25.2 In order to afford the Bidder's reasonable time to take an amendment into account, or for any other reason, BIAL may, at its sole discretion, extend the due date for submission of the Proposals, in which case, all rights and obligations of BIAL, and the Bidders previously subject to the original deadline will thereafter be subject to the extended deadline or as notified by BIAL.
- 25.3 In case of issuance of Addendum/Corrigendum, BIAL may also modify the other dates in relation to this RFP.
- 25.4 In case, after issuance of Addendum/Corrigendum, the Bidders, who have already submitted their Proposals, need not resubmit their bids, but can submit the modification, if desired by the Bidders, in accordance with the terms and conditions of this RFP, to the extent of Addendum/Corrigendum, and the same shall be treated as part of already submitted proposal. If the Bidders, who have already submitted their Proposals, do not modify their bids, pursuant to the Addendum/Corrigendum, it shall be deemed that, such Bidders do not intend to modify their Proposals submitted, on the basis of the Addendum/Corrigendum and the proposal submitted by such Bidders shall be treated as final proposal submitted by them.

26. BIAL'S RIGHT TO ACCEPT OR REJECT RESPONSE

- 26.1 BIAL's right to accept or reject any response is absolute. BIAL reserves the right to accept or reject any or all of the responses without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to the selection of the Service Provider, without liability or any obligation for such acceptance, rejection or annulment.
- 26.2 BIAL reserves the right to invite revised responses from Bidders by issue of an Addendum, at any stage, without liability or any obligation for such invitation and without assigning any reason.

26.3 Nothing contained herein shall confer right upon a Bidder or any obligation upon BIAL. The Bidders hereby voluntarily & unequivocally agree not to seek any claims, damages, compensation or any other consideration whatsoever on this account, from BIAL.

27. GROUNDS OF DISQUALIFICATION:

In addition to BIAL's rights to disqualify any Bidder as set-out elsewhere in this RFP, BIAL shall have the right, in its sole discretion, to disqualify any Bidder, and reject its Proposal including, but not limited to, any one or more of the following grounds:

- 27.1 Declaration of the Bidders as ineligible due to past corrupt or fraudulent practices, in any tender/bid process.
- 27.2 The Proposal not being accompanied by any supporting document/s or Annexure/s, required to be submitted in accordance with this RFP.
- 27.3 Failure to comply with the requirements of the RFP, or the Proposal being non-responsive to the requirements of the RFP.
- 27.4 If the Proposal is not signed, sealed and marked or does not contain all the information as requested in the RFP, or in the format as specified in the RFP or Annexure/s, BIAL may reject the Proposal as non-responsive.
- 27.5 If the Bidders submits incorrect/inaccurate/misleading, false information, misrepresentation, in its Proposal which is in the sole opinion of BIAL, is material information.
- 27.6 If the Bidders is black listed or debarred by any major corporates or by the any governmental agency.
- 27.7 Any Proposal is received after the timeline as set-out in this RFP.
- 27.8 Misrepresentation/ Fraud/ Breach of Terms and Conditions: If it is discovered at any point of time that the Bidders has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this RFP, his Proposal may be cancelled by BIAL. In such an event, the Bidders will not be entitled to any compensation whatsoever, or refund of any other amount, if any, paid by him. Further, the Bidders will be debarred for a period of three (3) years from participating in BIAL's works at the Airport.

28. AWARD PROCESS

BIAL will conduct the award process in a fair and non-discriminatory manner and BIAL will award the contract to the successful Bidder/Service Provider, who has offered the best Proposal to BIAL, in accordance with this RFP. BIAL reserves the right to negotiate with the selected Bidder during the bid process.

BIAL will issue a Letter of Intent/PO/Work Order to the selected Bidder pursuant to the conclusion of the bidding process.

Any change of address of the Bidder should be promptly notified to BIAL. However, if the selected Bidder fails to execute the Agreement, BIAL shall have the right to execute the Agreement with the Bidder, who has offered the next best advantageous Proposal to BIAL.

29. LIST OF DOCUMENTS FORMING PART OF RFP AND ATTACHED AS ANNEXURES

- Annexure A: Technical Bid Format
- Annexure B: Technical Bill of Material
- Annexure C: Commercial Bid Format
- Annexure D: Covering Letter
- Annexure E: Litigation History
- Annexure F: Company Background Details
- Annexure G: Documents to be furnished
- Annexure H: Format of Performance Bank Guarantee

ANNEXURE A

TECHNICAL BID FORMAT

The Technical Bid should be structured and include the following:

1.1 An Executive Summary of the proposal (understanding of BIAL requirement, Solution design, SLA, Risks if any , Implementation plan, etc) signed by authorized signatory along with an undertaking that the Bidder will provide a competitive and good faith Proposal towards the RFP and its obligations therein.

1.2 Evidence for meeting Bidder's (OEM/SI) Eligibility Criteria. Please fill up the table given below for Reference sites (in production):

Sl.No	Implementation Details , with transactions per month handled	Project Duration and Year of Completion	Client Site	Client-Authorized Contact (E-Mail & Phone)	Remarks

1.3 In case SI is participating, A Letter from Hardware OEM supporting the SI for the turnkey implementation of the project and support for 3 years must be included

1.4 Proposed Approach, Architecture & Methodology for deploying AUA /KUA Infrastructure

1.5 Detailed architecture, Product specifications, Hardware/Application sizing and Communication (Internet Bandwidth required) for the Proposed solution

1.6 Key differentiators from competitors

1.7 Case studies

1.8 Detailed Project Plan to complete the Project

1.9 Compliance to UIDAI recommendations

ANNEXURE B
TECHNICAL BILL OF MATERIAL
Option 1: On-Premises Model (with support)

Sl.No	Description	Quantity	OEM Make & Model	Version/Year of release	Configuration	
1	One-Time					
1A	Hardware (Provide separately for Production/ DR/ Test)- Server, Hardware Security Module, Network Infrastructure,					
1B	Software with Versions for AUA/KUA Application/ OS/DB					
1C	Testing & Go-Live					
1D	Third party Certification					
2	OPEX-Recurring					
2A	Digital Signature					
2B	AMC-Hardware					
	AMC-Software					
2C	ASA Transaction (Including UIDAAI Charges if any)					

2D	List any other recurring fee applicable					
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Option 2: Cloud / Managed Service Model

Description	Details of Solution proposed	Remarks
Compute Infrastructure -One-time Setup Deployment One-time Setup- Application		
Services Subscription (Software) 24x7 Operations & Maintenance Third Party Certification		
Transaction Costs (as applicable) ➤ Fixed Free transactions per month ➤ AUA ➤ eKYC ➤ ASA		

Note: Volume discounts applicable for the transactions shall be given

ANNEXURE C
OPTION 1- COMMERCIAL BID FORMAT

CAPEX Option- On- Premises Model (with support) Sl.No	Description	Quantity	Unit Cost	Total Cost	Applicable Taxes	Total Cost inclusive of applicable Taxes
1	One-Time					
1A	Hardware (Provide separately for Production/ DR/ Test)- Server, HSM Appliance, Network Infrastructure, with 3 years' Warranty Support					
1B	Software with Versions for AUA/KUA Application/ OS/DB					
1C	Testing & Go-Live					
1D	Third party Certification					
2	OPEX-Recurring					
2A	Digital Signature					
2B	24x7 On-site Support					
2C	AMC-Hardware (4 th & 5 th Year					

	Pricing with year wise break up)					
	AMC-Software(4 th & 5 th Year Pricing with year wise break up)					
2C	ASA Transaction (Including UIDAAI Charges if any)					
2D	List any other recurring fee applicable					

Note: The communication costs (Internet bandwidth) will be borne by BIAL

The Service Provider shall also indicate the Total cost for 5 years in the format given below:

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5

Option 2- Cloud/ Managed Service Model

Cloud / Managed Service Model

Description	Details of Infrastructure proposed with Backup	Unit of Measure	Unit Cost	Monthly Cost/One-time	Taxes applicable	Total Costs
<p>Compute Infrastructure - One-time Setup-Hardware</p> <p>One-time Setup-Application and successful Go-live of the solution</p>						
<p>Services</p> <p>Hosting Services</p> <p>24x7 Operations & Maintenance Services</p> <p>Third party certification services</p>						
<p>Transaction Costs</p> <p>(as applicable)</p> <p>➤ Fixed Free successful transactions per month</p> <p>➤ AUA</p>		<p>Indicate Number</p> <p>Per Transaction</p>				

➤ eKYC						
➤ ASA						

Note: The communication costs (Internet bandwidth) will be borne by BIAL

The Commercial Bid should clearly indicate the Percentage of GST Applicable

The Service Provider shall also indicate the Total cost for 5 years in the format given below

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5

ANNEXURE D

COVERING LETTER

[On Bidder's letterhead]

[Location, Date]

To:
GM-Procurement
Bengaluru International Airport Ltd.
Alpha-2,
Kempegowda International Airport Bengaluru,
Devanahalli, Bengaluru - 560 300

Dear Sirs:

Subject: Proposal in response to the Request for Proposal for _____

1. Having read, carefully examined and understood the above Request for Proposal and all annexure and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby offer to perform the Services (as defined in the RFP) in accordance with the other RFP documents.
2. We hereby agree and confirm that our Proposal has been prepared strictly in conformance with the instructions in the RFP (including the forms set forth therein) and that we shall at all times act in good faith and abide by the terms and conditions of the RFP during the Bid Process.
3. We agree that we have inspected and examined the RFP document and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Proposal and all queries on other contractual matters have been addressed.
4. Without prejudice to the generality of the foregoing:
 - (a) We undertake to keep our Proposal valid and open for acceptance without unilaterally varying or amending its terms for the Proposal Validity Period stated in the RFP;

- (b) We agree that if our Proposal is accepted, we will execute the Agreement, provide the necessary indemnities & insurances and obtain and provide the Performance Guarantee; all in accordance with the RFP
 - (c) We acknowledge and agree that the acceptance of our Proposal and award of the contract, and the cancellation or modification of the RFP at any stage is at BIAL's sole discretion and any decision taken by BIAL in relation to the RFP (including any award) is final and binding on us and we shall have no rights or claims arising out of or in relation to any decision of BIAL in relation to the RFP or the selection process thereunder.
 - (d) We acknowledge and agree that BIAL is not bound to accept the lowest or any Proposal or offer that BIAL may receive.
5. We represent and warrant to BIAL that as of the date of submission of the Proposal and till the end of the Proposal Validity Period (as may be extended):
- (a) the information furnished by us is complete, accurate, unconditional and fairly presented;
 - (b) we have the necessary technical and financial ability and adequate skilled and experienced resources for undertaking the Services if our Proposal is accepted;
 - (c) we are in compliance with all the terms and conditions of the RFP;
 - (d) there is no information, data or documents which have not been disclosed which may prejudicially affect BIAL's evaluation or decision in relation to the award of the contract;
 - (e) we have all the necessary corporate and statutory approvals and authorizations to participate in this RFP and to submit the Proposal (Technical and Commercial) as a binding offer in response to the RFP, the Confidentiality Undertaking and all other documents that are required to be submitted pursuant to the RFP, and to execute and perform the Agreement (if awarded); and
 - (f) we or the personnel we intend to engage for this assignment are not disqualified from undertaking the assignment on account of security clearance by the Government of India, any relevant authority of the Government of India or by any international agency or other governments and that at all times we shall provide any information required to assess the same.

- (g) we have factored in all costs and expenses for undertaking the Scope of Services in accordance with the terms and obligations specified in the Agreement and the RFP in the preparation of our Commercial Proposal and that the same is sufficient and reflects our no-regret offer in all respects.

In the event of occurrence of any events or circumstances that would render any of the foregoing representations and warranties untrue or invalid, we covenant to promptly notify BIAL of the same.

6. We declare that there has been no material adverse change in our and technical capability with reference to and including any additional exposure to commercial and/or legal risks to us. We further declare that we have not been declared ineligible for corrupt or fraudulent practices in any tendering process.
7. We further declare and confirm that, we are aware of the required Licenses & Permits and clearances to be obtained for undertaking our obligations pursuant to the RFP & Agreement, under the Applicable Laws and agree to abide with the same.
8. We undertake that we will intimate BIAL of any material change in facts, circumstances, status or documentation relating to us during the Proposal Validity Period (as may be extended in accordance with the RFP).
9. This Proposal shall be construed, interpreted and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The courts at Bengaluru will have exclusive jurisdiction in respect of all matters arising out of this Proposal.
10. We have agreed that [_____] *[Insert Authorised Signatory's name]* will act as our representative and has been duly authorized to submit the Proposal and authenticate the same, make amendments thereto and undertake such other actions as set out in the power of attorney / resolution of the board of directors / authorization attached with this Proposal, which will be binding on us.

11. We have provided details, in accordance with the instructions and in the form required by the RFP and have attached the same as appendices to this Technical Proposal. These documents form an integral part of this Technical Proposal:

LIST OF DOCUMENTS:

Yours truly,
For and on behalf of [name of Bidder]

Authorized Signature [In full and initials]:
Name of Authorized Signatory:
Designation of Authorized Signatory:
<Seal of Bidder>

ANNEXURE E

LITIGATION HISTORY

<i>Year</i>	<i>Award / order / judgment / decree etc. FOR or AGAINST Applicant including present litigation.</i>	<i>Name of client, cause of litigation, and matter in dispute</i>	<i>Disputed amount (current value)</i>

Note:

The Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. BIAL shall also analyse the details provided in this form to determine any possible impacts to the Project; BIAL reserves the right to accept or reject the Proposal accordingly.

ANNEXURE F

COMPANY BACKGROUND DETAILS

General Information

	Bidder's Information
Registered name	
Country of constitution and Cities of Operations and address	
Year of constitution	
Registered address in the country of constitution	
Firm/Company History	
Promoters and existing Shareholding Pattern;	
Management Strategy	
Total Turnover for the last three years and certified true copy of the audited balance sheet for the past three years.	
Authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Bidder's registered address in India (If applicable)	

Note:

- Please provide a certified true copy of the constitutional documents of the Applicant.
- Please provide board resolution/power of attorney in favor of authorized representative authorizing him/her to submit the Response.
- BIAL shall analyse the details provided in this Annexure B to determine any possible impacts to the Project; BIAL reserves the right to accept or reject the Response accordingly.

ANNEXURE G

DOCUMENTS TO BE FURNISHED

Certified true copy of the:

- a. Certificate of Incorporation;
- b. In case of company Memorandum & Articles of Association and in case of other entities relevant document. (Registration Certificate, Partnership Deed, if the Bidder is a partnership firm, etc.)
- c. Certificate of Registration of Establishment issued by the Labour Department.
- d. Copy of PF and ESI registration;
- e. Details of the existing contract with major clients;
- f. Details of the existing clients and details such as address, contact number and mail address;
- g. Copy of customer satisfaction certificates;
- h. Board resolution/Authorization letter/power attorney issued in favour of the authorized signatory, authorizing to represent and sign the current Proposal and execute the subsequent Service Agreement, if any;
- i. Three (3) years of audited balance sheets;
- j. Documents to prove the turnover for last three (3) years; and
- k. List of relevant / comparable projects.

Note: BIAL reserves its right to demand any other additional information that might be relevant for the evaluation of the proposal, at a later stage.

ANNEXURE - H FORMAT OF PERFORMANCE BANK GUARANTEE

To
Bangalore International Airport Limited
Alpha 2, Administration Block
Kempegowda International Airport, Bengaluru, Devanahalli
BANGALORE 560 300

Dear Sirs,
Performance Guarantee No :
Amount of Guarantee : ₹
Valid From :
Valid Till :
Claim Period :

Whereas,, a company incorporated under the laws of India and having its registered office at (the 'Service Provider'), has agreed to supply certain systems as required by Bangalore International Airport Limited ('BIAL'), as detailed in the Agreement for _____ dated --- ---, 2017 entered into between BIAL and the Service Provider (the 'Agreement').

As per the terms of the Agreement, the Service Provider has to provide BIAL performance security for due performance of its obligations under the Agreement. In consideration for BIAL entering into the Agreement and at the request of the Service Provider, we, [*Insert Bank's name*], hereby establish this performance bank guarantee and unconditionally undertake to pay to BIAL in India on demand (given in the manner described below) the amount claimed by BIAL up to a maximum aggregate amount of Rupees _____ Only (₹ _____/-); and whereas, as per the terms of the Agreement, the Service Provider is required to furnish in favour of BIAL an irrevocable and unconditional guarantee from a scheduled commercial bank in India for proper performance of its obligations under the Agreement, which amounts to Rupees _____ Only (₹ _____/-) (hereinafter referred to as the "Guarantee (d) Amount") as performance security.

We, [*Insert Bank's name*], [*Insert Bank Address*] (hereinafter referred to as the 'Bank / Guarantor' which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors-in-interest and permitted assigns) do hereby unconditionally undertake to pay BIAL, without any reservation or protest, immediately upon first written demand, on or before, an amount or amounts (by way of one or more claims) not exceeding Rupees _____ Only (₹ _____/-) [*Guarantee Amount*] against any loss or damage caused to or suffered or would be caused or suffered by BIAL by reason of non-fulfillment of any of the Service Provider's obligations to BIAL.

We also guarantee to pay amount of bills or/and claims as determined by BIAL against the Service Provider, in the event of such bills or/and claims remaining unpaid for any reason whatsoever, subject, however, that our liability under this Guarantee shall be restricted to an amount not exceeding Rupees _____ Only (₹_____/-) and written demand / claim, if any, should be made at our counters on or before.

We hereby guarantee, indemnify and undertake to pay the Guaranteed Amount or amounts due and determined by BIAL on the first demand without demur and notwithstanding any dispute by the Service Provider.

BIAL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, during its currency, from time to time to vary any of the terms and conditions of the Agreement or to extend time of performance by the Service Provider or to postpone for any time and from time to time any of powers exercisable by it against the Service Provider and either to enforce or forbear from enforcing any of terms and conditions governing the said permission for rendering service or securities available to BIAL and the Bank shall not be released from its liability under these presents by any exercise by BIAL of any liberty with reference to the matters aforesaid by reason of time being given to the Service Provider any other forbearance, act or omission on the part of BIAL or any indulgence by BIAL to the Service Provider or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have effect of so releasing the Bank from such liability.

It shall not be necessary for BIAL to proceed against the Service Provider before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security, which BIAL may have obtained from the Service Provider at the time when proceedings are taken against the Bank hereunder and are outstanding or unrealized.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency, except with the previous written consent of BIAL, and agree that, any change in the constitution of the Service Provider or the Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same may be extended to such required periods, at our sole discretion, on receiving instructions from the Service Provider, on whose behalf this Guarantee is issued.

All disputes in the matter will be settled in the Court of competent jurisdiction of Bangalore, India.

Notwithstanding anything contained herein:

- a) Our liability under this Guarantee is limited to a maximum of Rupees _____.
- b) The Guarantee is valid and will be in force up to and we are liable to pay any part of Guarantee Amount if and only if the claim is lodged latest by _____ (Please insert a date which is three months after the expiry of the Warranty Period or three months after expiry of Agreement).

- c) We will be discharged from all our liabilities under this guarantee, unless any written claim under guarantee is lodged by_____ (Please insert expiry date).

Our liability pursuant to this Guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by [*Insert Bank's name & Address*], delivered by hand, courier or registered post, prior to close of banking business hours on, failing which all rights under this guarantee shall be forfeited and [*Insert Bank's name*] shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent Courts in the city of Bangalore shall have exclusive jurisdiction.

All claims under this guarantee will be made payable at [*Insert Bank's name & Address*].
for and on behalf of (the Bank)

Signature

Name & Designation

Authorisation No. _____

Name & Place _____

Bank Seal _____

The above Guarantee is accepted by the

Dated at _____ on _____