भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

Request For Proposal
For
Upgrade of THALES HSM
(Hardware Security Module)
for PIN BLOCK Translation

Tender Reference Number: RFP:2013-2014/0024 dated 18.10.2013

National Payments Corporation of India
13th Floor, R Tech Park,
Off western express highway,
Nirlon Complex, Near Hub Mall ,
Goregaon-East, Mumbai – 400063
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Website: www.npci.org.in

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Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of National Payments Corporation of India (NPCI), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. NPCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. NPCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Important details about the RFP:

Note: Bids will be opened in the presence of the Bidders' representatives who choose to attend Bid opening meeting.

Checklist

The following items must be checked before the Bid is submitted:

1. Demand Draft / Pay Order for Rs. 5,618.00 (i.e. Rs.5,000+ Service Tax@12.36% only) towards cost of Bid document in Envelope – 'A'

2. Demand Draft / Banker's Cheque / Bank Guarantee of INR /- Rs 5.00 lakh (Rupees Five Lakhs Only) towards Bid Security in Envelope – 'A' Earnest Money Deposit (EMD)

3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.

4. Envelope 'A'   Eligibility Criteria Response.

5. Envelope 'B'   Technical Response

6. Envelope 'C'   Commercial Bid.

7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.

8. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope – 'A'.

9. Prices are quoted in Indian Rupees (INR).

10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.

11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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Abbreviations and Acronyms

The following abbreviations and acronyms defined in this RFP are as under

BG   Bank Guarantee

DC   Data Centre

HSM   Hardware Security Module

EMD   Earnest Money Deposit

IPR   Intellectual Property Rights

LAN   Local Area Network

NPCI   National Payments Corporation of India

OEM   Original Equipment Manufacturer

RFP   Request for Proposal in Context

PBG   Performance Bank Guarantee

SLA   Service Level Agreement

WAN   Wide Area Network

Section 1 - Bid Schedule and Address

Sr. No.	Description	Detailed Information
1	Name of Project	RFP for Upgrade of THALES HSM for PIN BLOCK Translation
2	Tender Reference Number	NPCI:RFP:2013-14/0024 dated 18.10.2013
3	Date of release of Bidding Document (Document can be downloaded from NPCI's website)	18.10.2013
4	Last date and time for receiving Bidders Pre-Bid clarifications in writing	28.10.2013 15.00 Hrs
5	Date and Time for Pre Bid Meeting	NA
6	Address of Pre Bid meeting location	NA
7	Last date and time for Bid Submission	06.11.2013 15.00 Hrs
8	a) Date and Time for Opening of Envelope A & B i.e. Eligibility criteria & Technical Bid b) Date and time for Opening of Envelope C i. e. Commercial Bid	06.11.2013 15.30 Hrs Will be informed to the qualified Bidders.
9	Place for Bid Submission & Eligibility Bid Opening.	National Payments Corporation of India 13th Floor, R Tech Park, Off Western Express Highway, Nirlon Complex, Near Hub Mall , Goregaon-East, Mumbai – 400063
10	Name and Address for Communication	Head - IT Procurement National Payments Corporation of India 13th Floor, R Tech Park, Off Western Express Highway, Nirlon Complex, Near Hub Mall , Goregaon-East, Mumbai – 400063
11	Bid Related Queries	**Mr. Santosh Menon: +91 8108186539** Email: Santosh.menon@npci.org.in **Mr. Prashant Awale: +91 8108108650** Email: prashant.awale@npci.org.in **Mr. Rajesh Joshi: +91 8108122819** Email: rajesh.joshi@npci.org.in
12	Bid Cost	Rs.5,618.00 (Rs.5,000.00 plus Service Tax@12.36%)
13	EMD/Bid Security	Rs.5,00,000/-

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Date and Time & Address for Commercial Bid Opening will be intimated later to the qualified Bidder.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" of amount Rs Rs.5,618.00 (i.e. Rs.5,000 + Service Tax@12.36%) (Non-Refundable) payable at Mumbai.

Section 2 - Introduction

2.1   About NPCI

National Payments Corporation of India (NPCI) is a Company registered under Section 25 of the Companies Act, 1956 with its Registered Office in Mumbai, India. NPCI is promoted by 10 banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks.

The 10 promoter banks are State Bank of India, Punjab National Bank, Canara Bank, Bank of Baroda, Bank of India, Union Bank of India, ICICI Bank Ltd, HDFC Bank Ltd, Citibank N.A, and HSBC. The core objective of setting up NPCI is to consolidate and integrate the multiple systems with varying service levels into a nation-wide, uniform and standard business process in the retail electronic payments system segment. The vision, mission and objectives of NPCI are to operate for the benefit of all the member banks and the common man at large.

2.2   Objective of RFP

National Payments Corporation of India (NPCI) acting as an umbrella organization caters to all the retail payments systems in the country. In this regard, National Financial Switch (NFS) has been setup which provides secure ATM (Automated Teller Machine) switching services to banks in the country. NFS has state-of-the-art IT infrastructure to cater to the vast demands of the banking fraternity.

ITM solution from Euronet which is platform for NFS, uses Thales HSM (Hardware Security Module) Model 8000 to provide pin block translation service for NFS.

With increase in transactions and correlating with business projection NPCI intends to have sufficient capacity for HSMs to cater to proposed growth.

NPCI invites responses from reputed vendors in India for Supply, Installation, Implementation, Migration and Support of 4 nos of THALES Payshield 9000 HSM.

2.3   Cost of the RFP

The Bidder shall bear all costs associated with the preparation and submission of its bid and NPCI shall, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Bidders shall submit the Bid Document at NPCI's office at 13th Floor, R-Tech Park, off Western Express Highway, Nirlon Complex, Near Hub Mall, Goregaon-East, Mumbai–400063, along with non-refundable amount of Rs.5,618.00 (Inclusive service tax@12.36%) (INR Five Thousand Six hundred Eighteen only) in envelope A, payable in the form of Demand Draft / Pay order from any scheduled commercial bank in India favoring **"NATIONAL PAYMENTS CORPORATION OF INDIA"** payable at Mumbai. This RFP document is non-transferable and cost of RFP document is non-refundable.

2.4   Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP.   The Bid shall be deemed to have been submitted after careful study and examination of this RFP document.   The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the grounds for rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

2.5   Ownership of this RFP

The content of this RFP is a copy right material of National Payments Corporation of India. No part or material of this RFP document should be published on paper or electronic media without prior written permission from NPCI.

Section 3 - Scope of Work

NPCI proposes to upgrade THALES HSM from existing HSM 8000 to Payshield 9000 HSM. Deployment of Payshield 9000 HSMs is to be considered for Production (PR) - Mumbai and Disaster Recovery (DR) – Chennai sites.

The scope of work shall broadly cover supply, installation and implementation & migration of the HSMs at both PR & DR sites of NPCI. The identified vendor has to provide warranty support for the HSMs for 3 years from the date of acceptance by NPCI and post warranty AMC support for next 2 years. The details of scope are given in the Technical Specifications – Section 11.

3.1   Single Point of Contact

The selected L1 Bidder shall appoint a single point of contact with whom NPCI will deal for any activity pertaining to the requirements of this RFP. The SPOC must be at a minimum level of Manager in the organization.

Section 4 - Eligibility Criteria

4.1   Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing and implementing the solution to meet the requirements, as described in the tender document. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to support requirements sought by NPCI for the entire period of the contract. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document.

4.2   Eligibility Criteria

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below:

a) The bidder should be a Company registered under the Companies Act, 1956 since the last three years.
b) The bidder should have minimum annual turnover of Rs. 20 Crores during the last three financial years (2009-10, 2010-11, and 2011-12) or calendar years 2009, 2010, 2011 or bidder's financial years.
c) The bidder should be a profit (profit after tax) making company in the last financial year i.e. 2011-12 (or Calendar year 2011 or the Bidder's financial year).
d) The bidder should not be currently blacklisted by any bank/institution in India or abroad.
e) The bidder should be authorized by the OEM to quote for the RFP.
f) The bidder should have deployed/configured devices mentioned in the RFP.
g) The bidder should have at least 2 live installations with support as on the date of submission of the bids.

Section 5 - Instruction to Bidders

A.The Bidding Document

5.1   RFP

RFP shall mean Request for Proposal.

Bid, Tender and RFP are used to mean the same

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

5.2   Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and NPCI will in no case be responsible or liable for those costs.

5.3   Content of Bidding Document

The Bid shall be in 3 separate envelopes, Envelope A, B and C.

5.4   Clarifications of Bidding Documents and Pre-bid Meeting

A prospective Bidder requiring any clarification of the Bidding Documents may notify NPCI in writing at NPCIs address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1.

Bidders should submit the queries only in the format given below:

S. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)

Replies to all the clarifications, modifications received through mail and email will be posted on NPCI's website. Any modification to the Bidding Documents which may become necessary shall be made by NPCI by issuing an Addendum.

5.5   Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.

Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in NPCI's website.

From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

B. Preparation of Bid

5.6   Bid Price

Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever, except Octroi. Octroi will be paid additionally, at actual on production of receipt.

The VAT/Sales Tax should be shown separately in the Price Schedule.

5.7   Earnest Money Deposit (EMD)

The Bidder is required to deposit Rs.5,00,000/- (Rupees Five Lakhs Only) in the form of a Demand Draft / Pay order in favor of "National Payments Corporation of India" payable at Mumbai or Bank Guarantee issued by a scheduled Commercial Bank valid for six months as per format in Annexure A1or A2 (refer section 10) as Earnest Money Deposit.

No interest will be paid on the EMD.

5.8   Return of EMD

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Guarantee as required in this RFP.

EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

5.9   Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

a) Bidder withdraws his bid before opening of the bids.

b) Bidder withdraws his bid after opening of the bids but before Notification of Award.

c) Selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.

d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.

e) Selected Bidder fails to accept the order within seven days from the date of receipt of the order. However NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

f) Bidder fails to submit the Performance Guarantee within stipulated period from the date of execution of the contract. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.10 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NPCI holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.11 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.12 Format of Bid

The bidder shall prepare two hard copies (one marked as ORIGINAL and other marked as COPY) and one soft copy of the Bid.

In case of any discrepancy between them, the original shall govern.

5.13 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power

of Attorney (Annexure H) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

C. Submission of Bid

5.14 Envelope bidding process

The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as **'Request for Proposal for Upgrade of THALES HSM (HARDWARE SECURITY MODULE) for PIN BLOCK Translation'.**

The inner and outer envelopes shall be addressed to NPCI at the address mentioned in Section 1.

The inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the bids misplacement or premature opening.

5.15 Contents of the 3 Envelopes

Envelope A - Eligibility Criteria

The following documents shall be inserted inside Envelope A:

a) Bid Earnest Money in the form of Demand Draft - Annexure A1 or
b) Bid Earnest Money in the form of Bank Guarantee – Annexure A2
c) Bid Submission form (without price) – Annexure B
d) Manufacturers authorization form – Annexure C
e) Bidder Information – Annexure D
f) Declaration for Clean Track Record – Annexure E
g) Declaration of Acceptance of Terms and Conditions – Annexure F
h) Declaration of Acceptance of Scope of Work – Annexure G
i) Power of Attorney for Signing of Bid – Annexure H
j) Eligibility Criteria Matrix – Annexure I
k) Last three years audited balanced sheet and profit and loss statements.
l) RFP document duly sealed and signed by the authorized signatory on each page.
m) DD / Pay Order towards cost of the Bid document

Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B:

a) Terms and Conditions as mentioned in Section 8 duly signed on all pages.
b) Section 11 – Technical Requirements duly completed - Annexure J
c) Reference site details and customer contact details.
d) Entire commercial bid with price masked

Envelope C - Commercial Bid

   a) Commercial Bid Form – Annexure K
   b) Commercial Bid Format – Annexure L

5.16 Bid Submission

The Bidder should bear all the costs associated with the preparation and submission of their bid and NPCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in Section 1.

The offers should be made strictly as per the formats enclosed.

No columns of the tender should be left blank. Offers with insufficient/inaccurate information and Offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

5.17 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.18 Bid Language

The bid shall be in English Language

5.19 Rejection of Bid

The bid is liable to be rejected if the bid document:

   a) Does not bear signature of authorized person.

   b) Is received through Fax / E-mail.

   c) Is received after expiry of the due date and time stipulated for Bid submission.

   d) Is incomplete / incorrect.

   e) Does not include requisite documents.

   f) Is Conditional.

   g) Does not conform to the terms and conditions stipulated in this Request for Proposal.

No bid shall be rejected at bid opening, except for late bids and those that do not conform to bidding terms.

5.20   Extension of Deadline for submission of Bid

NPCI may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through NPCI website, in which case all rights and obligations of NPCI and Bidders will thereafter be subject to the deadline as extended.

5.21   Late Bid

Bids received after the scheduled time will not be accepted by the NPCI under any circumstances. NPCI will not be responsible for any delay due to postal service or any other means.

5.22   Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

No bid will be modified after the deadline for submission of bids.

5.23   Right to Reject, Accept/Cancel the bid

NPCI reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

NPCI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. NPCI also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue

5.24   RFP Abandonment

NPCI may at its discretion abandon the process of the selection of Vendor for the NPCI HSM Upgrade project any time before notification of award.

5.25   Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1 – Envelope A & B will be evaluated. Eligibility & Technical Criteria will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility criteria will be considered for further evaluation.

Stage 2 – Envelope C which is the commercial bid will be opened only for the short listed Bidders who qualify after Technical Evaluation. The Commercial bids of Bidders qualified in Technical Evaluation will be opened and evaluated further.

NPCI will continue with the processes for bid evaluation and selection of successful bidder even if only one bid is received or only one bid qualifies after technical evaluation.

5.26 Contacting NPCI

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact NPCI for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact NPCI with a view to canvas for a bid or put any pressure on any official of the NPCI may entail disqualification of the concerned Bidder or his Bid.

Section 6 - Bid Opening

6.1   Opening of Bids

Bids will be opened in 2 stages:

Stage 1 – In this first stage, the Eligibility Criteria & technical bids i.e. Envelope A & B respectively will be opened.

Stage 2 – In the second stage, the Commercial Bids i.e. Envelope C will be opened.

6.2   Opening of Envelope A & B - Eligibility Criteria & Technical bid

NPCI will open Envelopes 'A' & 'B' in presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time.

The representatives of the Bidder have to produce an authorization letter from the Bidders/ Identity Card to represent them at the time of opening of Technical bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representative is not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the NPCI.

The bidder's representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NPCI, the bids shall be opened at the appointed time and place on next working day.

6.3   Opening of Envelope C - Commercial Bids

Only those Bids that are technically qualified will be eligible for opening of commercial bids i.e. Envelope 'C'.

Those Bidders who qualify technically will be intimated the date, time and address for opening of Commercial Bids.

The representatives of the Bidder have to produce an authorization letter from the Bidders/ Identity Cards to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representative is not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the NPCI.

The bidders' representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NPCI, the bids shall be opened at the appointed time and place on next working day.

Section 7 - Bid Evaluation

7.1   Preliminary Examination of Technical Bids

NPCI will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.

NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NPCI's determination of bid responsiveness will be based on the content of the bid itself.

Important Note:

NPCI will continue with the processes for bid evaluation and selection of successful bidder even if only one bid is received or only one bid qualifies after technical evaluation.

7.2   Evaluation of Technical Bids

The Technical Evaluation will be based on the following broad parameters:

a) Compliance to Technical Specifications as specified in the RFP.
b) Review of written reply, if any, submitted in response to the clarification sought by the NPCI, if any.
c) Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed equipment's / solution are to be enclosed.
d) To assist in the examination, evaluation and comparison of bids NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
e) NPCI may interact with the Customer references submitted by bidder, if required.
f) Bidders are required to provide documentary evidence, wherever available, for the technical specifications stated in Annexure J.

7.3   Evaluation of Commercial Bids

The evaluation of commercial Bids will be done through existing method (as mentioned below).

Commercial bids of only the technically qualified short-listed bidders will be opened and evaluated.

Arithmetic errors in the Bids submitted shall be treated as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the NPCI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.

Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

Important Note:

NPCI will continue with the processes for bid evaluation and selection of successful bidder even if only one bid is received or only one bid qualifies after technical evaluation.

7.4 Successful Evaluated Bidder

Bidder(s) qualified in the technical evaluation process, would be eligible for commercial bid opening. Bidder with the lowest commercial bid will be declared as successful evaluated Bidder who will be called L1 Bidder.

Section 8 - Terms and Conditions

8.1 Definitions

"Contract" means the Contract Agreement entered into between NPCI and the Supplier.

"Contract Period" means the period mentioned in the Contract.

"Contract Price" means the price or prices arrived at which will form the Contract Agreement.

"Supplier" means the successful Bidder who has been notified the Award of the Contract.

"System Software", means software that provides the operating and management instructions for the hardware.

"Standard software" means ready software like database management software.

"Off-the-shelf software" means software that is readily available. Such off-the shelf software may include, but not restricted to word processing, spreadsheet, and generic database management and application development software.

"Application software" means software formulated to perform specific business or technical functions.

"Intellectual Property Rights (IPR)" means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.

"Business Day" means Monday to Saturday excluding public holidays as applicable to NPCI Chennai and Mumbai.

"Purchase Order (PO)" means the individual work order for quantities required at each point of time which will be a subset of the Contract Price.

"Equipment/s" means all the hardware, software required as per the RFP.

"Acceptance Certificate" means the certificate jointly signed by NPCI official and the supplier after completion of the following:

Equipment are installed and configured as per the individual Purchase Orders.

8.2 Notification of Award / Purchase Order

After selection of the L1 bidder for supply and maintenance of HSMs after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award to the selected Bidders.

Within 5 days of receipt of Notification of Award or Purchase Order the successful Bidder shall accept the same. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

Upon the successful Bidder accepting the Purchase Order and signing the contract, if required, and NDA, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

8.3 Term of Contract

The Purchase Order will be issued for a support period of 5 years including 2 years post-warranty support. NPCI reserves the sole right to extend the term. NPCI shall notify its decision to extend the term at least 1 (one) month prior to the expiry of the term. Successful bidder is expected to remind NPCI with sufficient notice on support period end.

8.4   Acceptance Procedure

After the receipt of all the deliverables as mentioned in the RFP terms, the acceptance certificate (as mutually decided and approved by NPCI) will be signed by the supplier and representative of NPCI.

8.5   Performance Bank Guarantee

The bidder shall submit Performance Bank Guarantee equal to 10% of total value of the Purchase Order, valid for 3 years, within 14 working days of receipt of the Purchase Order.

8.6   Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment.

Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. Octroi shall be reimbursed to supplier by NPCI at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.

8.7   Terms of Delivery

The Equipment consisting of hardware and licenses, for NPCI Chennai and Mumbai shall be delivered within 6 weeks of acceptance of the purchase order. The installation and implementation of the solution should be carried out within 4 weeks from the delivery date.

8.8   Penalty for default in delivery

If the Supplier does not deliver the entire hardware and software as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty as given below:

a) Non Delivery of above at NPCI Chennai and Mumbai locations at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%.

b) In case the delay exceeds 10 weeks the stipulated delivery period, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI.

c) Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.

8.9   Warranties and Support

Bidder shall provide warranty for HSM devices for a period of 3 (three) years inclusive of Hardware and Software/Firmware from the date of implementation or acceptance of the entire system, whichever is later and AMC support for period of 2 years post completion of warranty support.

Bidder shall also update necessary Software / Firmware / Patches and should support for the period of three years from the date of implementation and / or acceptance of the entire system, whichever is later. Any defective equipment /software / firmware supplied by Bidder shall be replaced by Bidder at no additional cost to NPCI, including all incidental cost like transport costs, etc. the upgrades, new releases (Minor/Major) versions; bug fixes etc. for the hardware and system software will be supplied to NPCI at no extra cost, with the necessary documentation during warranty period. All the components (hardware / software / firmware) are covered under warranty and post warranty AMC support without any exclusion for replacement due to defect or malfunction at no cost to NPCI.

Bidders may refer to Technical Evaluation sheet Section 11 for Warranty & AMC support details.

8.10   Acceptance Procedure

After receipt of all the deliverables and implementation of the HSM devices in PR & DR is completed as mentioned in the Purchase Order/Contract, the acceptance certificate (as mutually decided and approved by NPCI) will be signed by the Supplier and officials / representatives of NPCI. The deliverables and implementation shall be considered to be accepted by NPCI when both the locations are operational. The date on which such certificate is signed shall be deemed to be the date of Acceptance. The warranty period will start accordingly.

8.11   Repeat Orders

NPCI has right to alter (increase or decrease) the number of quantities in the Bill of Material mentioned in the RFP.

NPCI has right to place repeat order to the Bidder for any or all of the equipment and licenses mentioned in this RFP, at the unit rate quoted in the commercial format during the period of one year from the date of acceptance of the solution.

8.12   Payment Terms

8.12.1 New Device Delivery

   a) 50 % of the hardware cost will be paid on delivery of hardware
   b) 20 % of the hardware cost will be paid after installation of HSMs
   c) 20 % of the hardware cost will be paid after successful migration and Go Live
   d) 10% of the hardware cost will be paid after 3 months of successful migration and Go Live.

8.13 Payment Terms - AMC

In case NPCI decides to entrust maintenance of the HSM devices with the successful bidder, AMC charges shall be paid quarterly in arrears. In case the successful bidder desires to get payment of AMC charges in advance, Bank Guarantee equivalent to the value of the AMC charges for the respective year, with action period of 3 months, shall be submitted before 14 days of commencement of the period of maintenance.

8.13.1 Payment will be released within 30 days of receipt of correct invoices along with necessary documents / certificates duly signed by authorized NPCI official.

8.14 SLA Requirements

Bidder should comply to the SLA for HSM hardware and software / firmware with SLAs as under.
   a) Minimum Uptime of 99.9 % on monthly basis
   b) Any HSM including the software components / hardware equipment that are reported to be down on a given date should be repaired / replaced with identical or higher configuration at no extra cost to NPCI so as to ensure minimum uptime.
   c) 24 X 7 support for warranty & post warranty support. The bidder should enter into agreement with the OEM for providing back to back arrangement for warranty and post warranty support.
   d) Unlimited number of support requests
   e) Response & Resolution time as per severity defined in table below
   f) Online access to:
      ·   Knowledge bank and technical documentation
      ·   Knowledge base
      ·   Discussion forums
      ·   Product updates and upgrade
   g) Being telephonic / fax / online or email support.
   a) Monthly reports of all spares and devices replaced will have to be submitted to NPCI indicating – Date of Failure, Time of failure, Incident Type, Description, Replacement Status, Date of Replacement, Time of Replacement and other details.

The incident severity, response and resolution times are classified as under:

Incident severity	Impact	Description	Response time from call logged time	Resolution time from call logged time
P1	Critical	System Down - Unable to perform any business operation	30 minutes	2 hours
P2	Serious	Major disruption -Significant impact on business operations	1 hour	4 hours

P3	Minor	Minor disruption - Low impact on business operations. May be enhancement.	4 hours	1 day
P4	Low	Question/ Request for Information/ Administration Queries	6 hours	2 days

8.15 Penalty

For any violation in meeting the above SLA requirements leading to critical incident (severity P1) or serious incident (severity P2), NPCI shall impose a penalty of INR 10,000/- (Indian Rupees Ten Thousand only) for each 1 hour delay up to 4 hours, beyond 4 hours penalty would be INR 20,000 for each 1 hour delay subject to maximum of 5% of Contract value.

8.16 Intellectual Property

Intellectual Property Rights in all Standard software and all off-the-shelf software shall remain vested in the owner of such rights.

8.17 Software License Agreement

The Bidder shall supply NPCI with required licenses in the name of NPCI to access and use the Software supplied through this RFP. Such license to access and use the software shall be non-exclusive, fully paid up and irrecoverable and valid throughout NPCIs offices in India and abroad.

8.18 Product Upgrades

At any time during performance of the Contract / Term of the Purchase Order, should technological advances be introduced by the Supplier for information technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obliged to offer to NPCI the latest version of the available technologies having equal or better performance or functionality at the same or lesser unit prices.

During performance of the Contract, the Supplier shall offer to NPCI all new versions, releases and updates of standard software / firmware, as well as related technical support within 30 days of their availability from the OEM.

During Warranty period if any, the Supplier shall provide at no additional cost to NPCI, all new versions, releases, and updates for all standard software / firmware.

In case of deficiency in performance of the Solution, as per the Scope of Work, during the warranty period, the successful bidder shall provide additional hardware and software / firmware as required at his own cost. NPCI shall not reimburse cost of such hardware and software / firmware, if any.

8.19 Confidentiality

The Bidder and subcontractors if any shall (whether or not he submits the tender) treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure 1 hereof.

In the event of disclosure of Confidential Information to a third party in default of the provisions of this Clause, the defaulting party shall use all reasonable endeavors to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Parties' obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information.

In the event of termination of this Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place.

8.20 Indemnity

The bidder hereby indemnifies, protects and saves NPCI (including its employees, directors or representatives) and holds NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:

a) an act of omission or commission of the bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,

b) breach of any of the terms of this Agreement or breach of any representation or false statement or false representation or inaccurate statement or assurance or covenant by the bidder,

c) bonafide use of the deliverables and or services provided by the bidder,

d) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,

e) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the bidder, under this contract,

f) breach of confidentiality obligations of the bidder,

g) Gross negligence or gross misconduct solely attributable to the bidder or by any agency, contractor, sub-contractor or any of their employees by the bidder for the purpose of any or all of the obligations under this agreement.

The Bidder shall further indemnify NPCI against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on NPCI for malfunctioning of the equipment or software or deliverables at all points of time, provided however, NPCI notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

Bidder shall indemnify NPCI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

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

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save NPCI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment's or other systems supplied by them to NPCI from whatsoever source, provided NPCI notifies the Bidder in writing as soon as practicable when NPCI becomes aware of the claim however,

(i)   the Bidder has sole control of the defense and all related settlement negotiations

(ii)   NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and

(iii)   NPCI does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where NPCI is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

8.21 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

8.22 Termination of Contract

1. **For Convenience**: NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving six months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective

2. **For Insolvency**: NPCI may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI.

3. **For Non-Performance:** NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year) to maintain the service level prescribed by NPCI.

8.23 Liquidated Damages

The selected bidder shall indemnify NPCI and be liable for loss due to malfunctioning of the equipment or any software as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.

8.24 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party

affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty 20 days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the SOW, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving NPCI or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

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

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

8.25 Resolution of Disputes

All disputes or differences between NPCI and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

NPCI and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

The dispute resolution mechanism to be applied shall be as follows:

1. In case of Dispute or difference arising between NPCI and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Supplier. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Supplier.
2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the

expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

4. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

8.26 Applicable Law and Governing Language

Applicable Law: The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts of Mumbai in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

Governing Language: All correspondences and other documents pertaining to this Agreement shall be in English only.

8.27 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

Managing Director & CEO
National Payments Corporation of India
C-9, 8th Floor, RBI Building,
Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051

Supplier's address for notice purpose: (To be filled by supplier)

Section 9 - Technical Specifications

9.1 General specifications for the solution

Technical Specifications for THALES make Hardware Security Module for PIN GENERATION/ENCRYPTION/AUTHORISATION ATM/POS Application

Sr. No.	Description
1	**Description of Hardware Security Module For ATM/EFTPOS transaction & backward compatible with Thales make HSM8000/HSM7000**
1.1	Type of HSM Module: Thales make Payshield 9000
1.2	Model No.: Payshield 9000,1500 tps
2	<u>SPECIFICATIONS :</u>
2.1	**Tripe DES Performance(Triple DES PIN Block Translate per second): 1500** Multi-threading to exploit full performance capability
2.2	**Cryptographic Support :** **DES and Triple DES Algorithms** – Provide PIN encryption, PIN Authorization and message authentication capabilities. **Support latest EMV standards & all International Card Schemes**
2.3	Capable to support DES and 3DES KEY lengths 112 bit,168 bit FIPS 198-1
2.3	Hardware certified to PCI HSM Standard – Required
2.4	Firmware certified to PCI HSM Standard - Required
2.5	The relevant security settings in the firmware should have PCI compliant values - Required
2.6	The firmware & the hardware revisions must be covered by same certificate - Required
2.7	Shipment of the HSM should be compliant as per PCI HSM requirement. PayShield9000 need to shipped & stored in tamper evident packaging. - Required
3	**Financial Services Standards Supported:** ISO: 9564, 10118, 11568, 13491, 16609

	ANSI: X3.92, X9.8, X9.9, X9.17, X9.19, X9.24, X9.31, X9.52, X9.97 • X9 TR-31, X9 TG-3/TR-39, APACS 40 & 70, AS2805 Pt 14 ISO: 9564, 10118, 11568, 13491, 16609 • ANSI: X3.92, X9.8, X9.9, X9.17, X9.19, X9.24, X9.31, X9.52, X9.97 • X9 TR-31, X9 TG-3/TR-39, APACS 40 & 70 (some are enabled are by optional packs)
4	**Card Payment Support:** **American Express / Mastercard / Visa / Discover** Cryptographic and management functions EMV 3.x and 4.x transactions processing and messaging (including PIN change)
5	**Host Connectivity:** TCP/IP and UDP, Ethernet 10/100/1000, Base-T, **Dual Gig ports for resilience,** Async, (v.24,RS232)
6	**Management facilities:** Graphical user interface(GUI) option for standard PC hardware over Ethernet-Local HSM Manager. Console interface for "dumb" terminal - SNMP **Utilization statistics -** Health check diagnostic and error logs
7	**Key Managements:** Multiple Local Master Keys (LMKs) for secure storage and distribution of keys providing comprehensive separation of key types, applications or customer data as required (Optional) • Known test LMK for use in non-production environments • Thales Key Block support (superset of ANSI X9.24) , • DUKPT (DES and Triple-DES) • Master/Session Key • Racal Transaction Key Scheme
8	**Security Certification:** • Cryptographic module certified to FIPS: 140-2 Level 3, 46, 81, 180-3, 186-3, 198 • PCI HSM • APCA • MEPS • NIST SP800-20, SP800-90(A) • Thales Secure Processing Platform(TSPP) cer FIPS 140-2 Level 3, • Tamper Resistance designed to exceed requirements of FIPS 140-2

	Level 3 • HSM overall at FIPS 140 – 2 level 3. • PCI HSM Certified • FIPS approved Random number generator • FIPS approved algorithms
9	**Security features** • Two factor authentication of operators using smart cards • Dual physical locks or smart cards control authorization levels. • Tamper resistance exceeding requirements of PCI HSM & FIPS 140-2 Level 3 • Detection of cover removal in addition to Alarm triggers for motion, voltage and temperature • Multiple alarm triggers for motion, voltage and temperature • Device 'hardening' – ability to disable functions not required by the host application • Audit trails
10	**Power:** • Dual Power • Voltage: 100-240 VAC and 175-264VAC Universal Point • Frequency: 47-63Hz
11	**Physical & Environmental Characteristic:** • From Factor: 2U,19" rack mount • Operating Temperature: 0 to 40 degree • Humidity : 10% to 90%, non-condensing
12	<u>**KEY FEATURES**</u>
	Fully backward compatibility with Thales make HSM8000
	Supports 168 Bit 3DES LMK
	DUKPT
	Tamper Resistant Device for securing transactions in ATM/POS network
	Support for Discover ZIP contactless transactions
	MACing of Issuer Discretionary Data.
	Reporting of Authorization State identifies whether commands are Host, Console, or All
	PIN /Key Mailers
	Visa Cash Processing
	Legacy Functions
	Host command (QK) to enable the account number to be changed (without changing the PIN) in an LMK-encrypted PIN. This allows card issuers to issue replacement cards while retaining the old PIN.
	Secure Key Storage and Generation.
	Magnetic stripe issuance and transaction processing
	Dynamic Card variation value for Contactless Cards
	Support for AMEX: CSC 2.0

	HSM Manager Health Check data for fans and PSU status
	Reduced Key key check value: 6 HEX
	Multi authorization states: Time limits maximum 12 hours & less. The settings applicable for console & HOST commands
	Encrypted decimalization table
	Up-gradation without additional hardware
	Secure Host communication using TLS or SSL
	PIN never appears in the clear outside of a tamper resistant security module as per PCI PIN security requirements
	Sensitive functions/information are protected as per PCI HSM
	Card verification (CVV/CVV2, dCVV, CSC, CVC/CVC2/CVC3)
	CVC3 functionality now supports PINCVC3
	Direct Pin Printing from HSM
	Support hardware PIN printing: using either Serial or parallel or USB printer.
	ISO PIN block formats: 01,02,03,04,05,34,35,41,42,47
	Enhanced Audit Log Facility & Errorlogs
	Health checkup and utilization statistics
	Configure fraud detection commands for PINS
	Variable PIN Offset for Multiple PIN length
	Automatic Self-test
	HSM settings storage & retrieval using smart card
	Enable/disable host commands and PIN block formats
	Diagnostic commands support such as PING, TRACERT & NETSTAT for monitoring Ethernet connections

MARKETING PART NUMBER	DESCRIPTION	Release or Version
	PAYSHIELD 9000 BASE LICENSE PACKAGES	
HSM9-PAC001	Standard License package - *see Notes 1 below*	V1.0
HSM9-PAC010	Transaction Processing software package	V1.0
HSM9-PAC020	Magnetic Stripe Issuers software package- *see Note 1 below*	V1.0
HSM9-PAC030	EMV Issuers software package	V1.0
HSM9-PAC600	Gemalto Mobile Banking software package	V1.0
HSM9-PAC901	Standard Cortex (for FIS) software package	V1.0
HSM9-PAC902	Cortex Instant Issuing (for FIS) software package	V1.0
HSM9-PAC903	Standard Cortex + Instant Issuing (for FIS) software package	V1.0
HSM9-PAC908	mPOS P2PE software package	V2.0c on
	Note 1: Some commands use RSA and require HSM9-LIC002.	

MARKETING PART NUMBER	DESCRIPTION	Release or Version
	PAYSHIELD 9000 OPTIONAL SOFTWARE LICENSES	
HSM9-UPGV2	Upgrade from payshield V1.x to V2.x standard base software	N/A
HSM9-LIC001	Core license (not required unless ordering a minor upgrade within a major base code stream - this license is included in the core base packages)	V1.0
HSM9-LIC002	RSA license	V1.0
HSM9-LIC003	AS2805 license - *see Note 1 below*	V1.0
HSM9-LIC004	Europay Security Platform (ESP) license - *see Note 1 below*	V1.0
HSM9-LIC005	User Authentication (HMAC/CAP/DPA) license	V1.0
HSM9-LIC006	X9 TR-31 license	V1.0
HSM9-LIC007	AES algorithm license	V2.0 on
HSM9-LIC008	Data Protection license - *see Note 1 below*	V1.0
HSM9-LIC009	Remote Management license	V1.0
HSM9-LIC011	Magnetic Stripe Contactless Card Data Preparation license	V1.0
HSM9-LIC012	LMK x 2 license	V1.0
HSM9-LIC013	LMK x 5 license	V1.0
HSM9-LIC014	WebPIN license - *see Note 1 below*	V1.0
HSM9-LIC016	EMV-based Card Data Preparation license - *see Note 1 below*	V1.0
HSM9-LIC017	payShield 9000 Licence for HE&HG - *for legacy applications only*	v1.0a
HSM9-LIC018	General purpose card personalisation	V1.1a on
HSM9-LIC019	payShield 9000 Licence for TLS/SSL Pre-Master Decryption - *see Note 1 below*	V1.0a on
HSM9-LIC021	LMK x 10 license	V1.0
HSM9-LIC023	MULTOS Card data preparation - *see Note 1 below*	V1.1a on
HSM9-LIC024	Magnetic Stripe Issuing license	V1.0
HSM9-LIC025	Magnetic Stripe Transaction Processing license	V1.0
HSM9-LIC026	EMV Transaction Processing license	V1.0

HSM9-LIC027	PIN and Key Printing license	V1.0
HSM9-LIC028	Visa Cash Processing license	V1.0
HSM9-LIC029	Legacy Functions license	V1.0
HSM9-LIC031	China Union Pay commands	v1.1b on
HSM9-LIC034	payShield 9000 Licence for MU & MW *- for legacy applications only*	v1.3e on
HSM9-LIC505	Italian Base Commands (needs 1081-09xx firmware) - *see Note 1 below*	N/A
HSM9-LIC509	Russian CIF custom software for payShield 9000 (needs 1119-0903 or later firmware) - **see Note 2 below**	N/A
	Note 1: Some commands use RSA and require HSM9-LIC002	
	Note 2: HSM9-PAC001 and HSM9-LIC002 must also be purchased	

	PAYSHIELD 9000 ACCESSORIES	
HSM9-U2S	USB to Serial Adaptor for Printers, Console and Host	N/A
HSM9-U2PC	Printer Adapter - USB to Parallel Centronics	N/A
HSM9-U2P25	Printer Adapter - USB to Parallel 25 pin	N/A
HSM9-CARD6PK	payShield 9000 LMK Cards (6 Blank)	N/A
HSM9-TESTLMK	payShield 9000 LMK Cards (2 Test LMK Cards - variant and key block)	N/A
HSM-RACKNS	Runner kit for payShield 9000	N/A
HSM-RACK1000	Runner Kit (1000mm) for payShield 9000	N/A
HSM9-K001	payShield 9000 Replacement Keys for 1 lock (2 key pack)	N/A
HSM9-K002	payShield 9000 Replacement keys for 2 locks (4 key pack)	N/A
HSM9-PCIHSMCOMP	Ensure that delivered unit is PCI HSM compliant - please note that only selected software versions are currently PCI HSM certified - please check before ordering.	v1.2a on
HSM9-SPCLOCKS	Specify serial numbers for left and right key locks *- check on availability before quoting this part number*	N/A
HSM9-ADDCD	Single CDROM containing base or custom software for a specified payShield 9000	N/A
	PAYSHIELD 9000 REMOTE MANAGER	
HSM9-LIC009	payShield 9000 License for Remote Management	V1.0
HSM-RMGT-SYS-X-X-X	Remote HSM Manager System Pack (Version X-X-X) (includes 3 Smart Card Readers, 30 standard cards, 6 Left and 6 Right Administrator Cards and 12 Operator Cards)	
HSM-RMGT-AD10h	Remote Management for payment HSMs- 5 Left & 5 Right Additional Administrator Smart Cards	
HSM-RMGT-OP10	Remote Management for payment HSMs - 10 Additional Operator Smart Cards	
HSM-RMGT-RDR1	Additional smartcard reader (1 off)	
	KEY MANAGEMENT DEVICE (KMD) FOR THALES PAYMENT HSMs	
KMD-SYS-0x	Key Management Device for Thales e-Security payment HSMs	
KMD-SW-1.xx	Key Management Device Base Software v1.xx	

Section 10 - Documents forms to be put in Envelope A

Annexure A1   Bidder's Letter for EMD

To

The Chief Executive Officer
National Payments Corporation of India,
C-9, 8th Floor, RBI Premises,
Bandra Kurla Complex
Bandra(E), Mumbai – 400 051.

Subject: RFP No.13-14/0024 dated 18.10.2013 for selection of vendor for the "Proposal for Upgrade of THALES HSM (HARDWARE SECURITY MODULE) for PIN BLOCK Translation"

We have enclosed an EMD in the form of a Demand Draft No.____ issued by the branch of the _____Bank, for the sum of Rs.5, 00,000/- (Rupees Five Lakhs Only). This EMD is as required by clauses 5.7, 5.8 and 5.9 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name:
Designation:
Seal:
Date:
Business Address:

Annexure A2   Bid Security (Bank Guarantee)

_____
[Bank's Name, and Address of Issuing Branch or Office]

National Payments Corporation of India: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that_____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____under RFP No.13-14/0024 dated 18.10.2013.

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs.5, 00,000/-(Rupees Five Lakhs only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by NPCI during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:
  (a) If the Bidder is the successful bidder, upon our receipt of copies of the contract   signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
  (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) three months after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

_____
[Signature]

Annexure B **Bid Offer Forms (without Price) (Bidder's Letter Head)**

OFFER LETTER

Date:

To

The Chief Executive Officer
National Payments Corporation of India
C-9, 8th Floor, RBI Premises,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400 051

Dear Sir,

Subject: RFP No. NPCI: RFP:13-14/0024 dated 18.10.2013 for "RFP for Upgrade of THALES HSM (HARDWARE SECURITY MMODULE) for PIN BLOCK Translation".

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.
We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.

2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.

3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.

4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for NPCI and its Associates.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of NPCI will be final and binding on us.

We agree to abide by this offer till 180 days from the last date stipulated by NPCI for submission of bid, and our offer shall remain binding upon us and may be accepted by NPCI any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.

We undertake to comply with the terms and conditions of the bid document. We understand that NPCI may reject any or all of the offers without assigning any reason whatsoever.

As security for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. _____dated _____ drawn in favor of "National Payments Corporation of India" or Bank Guarantee valid for _____days for an amount of Rs.5,00,000 (Rs.Five Lakhs Only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address

Annexure C   Manufacturer's Authorization Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date:

To:

WHEREAS

We_____,who are official manufacturers/OEM vendors of_____having factories at_____ do hereby authorize _____ to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Dated on _____ day of _____, _____

Annexure D   Bidder Information

	Details of the Bidder			
	Details of the Bidder			
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.	Date: Ref#		
6	Valid Sales tax registration no.			
7	Valid Service tax registration no.			
8	Permanent Account Number (PAN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (with STD Code)			
11	E-Mail of the contact person:			
12	Fax No. (with STD Code)			
13	Website			
	Financial Details (as per audited Balance Sheets) (in Cr)			
14	Year	2009-10	2010-11	2011-12
15	Net worth			
16	Turn Over			
17	PAT			

Annexure E   Declaration for Clean Track Record

To

The Chief Executive Officer
National Payments Corporation of India,
C-9, 8th Floor, RBI Premises,
Bandra Kurla Complex
Bandra(E), Mumbai – 400 051.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of vendor for **"Request for Proposal for Upgrade of THALES HSM (HARDWARE SECURITY MODULE) for PIN BLOCK Translation"**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India or abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Annexure F   Declaration for Acceptance of RFP Terms and Conditions

To

The Chief Executive Officer
National Payments Corporation of India,
C-9, 8th Floor, RBI Premises,
Bandra Kurla Complex
Bandra(E), Mumbai – 400 051.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for Selection of vendor for **"Request of Proposal for Upgrade of THALES HSM (HARDWARE SECURITY MODULE) for PIN BLOCK Translation"**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Annexure G   **Declaration for Acceptance of Scope of Work**

To

The Chief Executive Officer
National Payments Corporation of India,
C-9, 8th Floor, RBI Premises,
Bandra Kurla Complex
Bandra(E), Mumbai – 400 051.

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for Selection of vendor for **"Request for Proposal for Upgrade of THALES HSM (HARDWARE SECURITY MODULE) for PIN BLOCK Translation"**.

I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Annexure H   Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **"Request for Proposal for Upgrade of THALES HSM (HARDWARE SECURITY MODULE) for PIN BLOCK Translation "** in response to the RFP by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2013.
For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)
(Name Designation)
Date:
Business Address:

Annexure I   Eligibility Criteria Compliance

Eligibility Criteria	Complied with Statements	Proof Attached
The bidder should be a Company registered under the Companies Act, 1956 since the last three years		Valid company Registration Certificate
The bidder should have minimum annual turnover of Rs. 20 Crores during the last three financial years (2009-10, 2010-11, and 2011-12) or calendar years 2009, 2010, 2011 or bidder's financial years		Audited balance sheets to be submitted.
The bidder should be a profit (profit after tax) making company in the last financial year i.e. 2011-12 or Calendar year 2011 or the Bidder's financial year		Audited balance sheets & Profit /loss statement to be submitted.
The bidder should not be currently blacklisted by any bank/institution in India or abroad		Bidder to submit Clean track declaration separately(Annexure-E)
The bidder should be authorized by the OEM to quote for the RFP		Bidder to submit Manufacturers Authorization Form separately (Annexure-C)
The bidder should have deployed/configured devices mentioned in the RFP		Client reference details to be provided.
The bidder should have at least 2 live installations with support as on the date submission of the bids.		Certificates from satisfied customers to be attached.

Section 11 - Documents to be put in Envelope 'B'

Annexure J   Technical Evaluation Compliance

Sr. No.	Description	Available (S / O) Fill in S – Standard feature, O- Optional feature	Compliance – Yes / No	Deviation
1	**Description of Hardware Security Module For ATM/EFTPOS transaction & backward compatible with Thales make HSM8000/HSM7000**			
1.1	Type of HSM Module:			
1.2	Model No.:			
2	**SPECIFICATIONS :**			
2.1	**Tripe DES Performance(Triple DES PIN Block Translate per second): 1500** Multi-threading to exploit full performance capability			
2.2	**Cryptographic Support :** **DES and Triple DES Algorithms** – Provide PIN encryption, PIN Authorization and message authentication capabilities. **Support latest EMV standards & all International Card Schemes**			
2.3	Capable to support DES and 3DES KEY lengths 112 bit,168 bit FIPS 198-1			
2.3	Hardware certified to PCI HSM Standard - **Required**			
2.4	Firmware certified to PCI HSM Standard - **Required**			
2.5	The relevant security settings in the firmware should have PCI compliant values.- **Required**			
2.6	The firmware & the hardware revisions must be covered by same certificate – **Required**			
2.7	Shipment of the HSM should be compliant as per PCI HSM requirement. PayShield9000 need to shipped & stored in tamper evident packaging. - **Required**			
3	**Financial Services Standards Supported:** ISO: 9564, 10118, 11568, 13491, 16609 ANSI: X3.92, X9.8, X9.9, X9.17, X9.19, X9.24, X9.31, X9.52, X9.97 • X9 TR-31, X9 TG-3/TR-39, APACS 40 & 70, AS2805 Pt 14 ISO: 9564, 10118, 11568, 13491, 16609 • ANSI: X3.92, X9.8, X9.9, X9.17, X9.19, X9.24, X9.31, X9.52, X9.97 • X9 TR-31, X9 TG-3/TR-39, APACS 40 & 70 (Some are enabled by optional pack)			
4	**Card Payment Support:** **American Express / Mastercard / Visa / Discover** Cryptographic and management functions			

	EMV 3.x and 4.x transactions processing and messaging (including PIN change)			
5	**Host Connectivity:** TCP/IP and UDP, Ethernet 10/100/1000, Base-T, **Dual Gig ports for resilience,,** Async, (v.24,RS232)			
6	**Management facilities:** Graphical user interface(GUI) option for standard PC hardware over Ethernet-Local HSM Manager. Console interface for "dumb" terminal - SNMP **Utilization statistics -** Health check diagnostic and error logs			
7	**Key Managements:** Multiple Local Master Keys (LMKs) for secure storage and distribution of keys providing comprehensive separation of key types, applications or customer data as required • Known test LMK for use in non-production environments • Thales Key Block support (superset of ANSI X9.24) , • DUKPT (DES and Triple-DES) • Master/Session Key • Racal Transaction Key Scheme			
8	**Security Certification:** • Cryptographic module certified to FIPS: 140-2 Level 3, 46, 81, 180-3, 186-3, 198 • PCI HSM • APCA • MEPS • NIST SP800-20, SP800-90(A) • Thales Secure Processing Platform(TSPP) cer FIPS 140-2 Level 3, • Tamper Resistance designed to exceed requirements of FIPS 140-2 Level 3 • HSM overall at FIPS 140 – 2 level 3. • PCI HSM Certified • FIPS approved Random number generator • FIPS approved algorithms			
9	**Security features** • Two factor authentication of operators using smart cards • Dual physical locks or smart cards control authorization levels. • Tamper resistance exceeding requirements of PCI HSM & FIPS 140-2 Level 3 • Detection of cover removal in addition to Alarm triggers for motion, voltage and temperature • Multiple alarm triggers for motion, voltage and temperature • Device 'hardening' – ability to disable functions not required by the host application • Audit trails			
10	**Power:**			

	• Dual Power • Voltage: 100-240 VAC and 175-264VAC Universal Point • Frequency: 47-63Hz			
11	**Physical & Environmental Characteristic:** • From Factor: 2U,19" rack mount • Rack mounting kit • Operating Temperature: 0 to 40 degree • Humidity : 10% to 90%, non-condensing			
12	<u>**KEY FEATURES**</u>			
	Fully backward compatibility with Thales make HSM8000			
	Supports 168 Bit 3DES LMK			
	DUKPT			
	Tamper Resistant Device for securing transactions in ATM/POS network			
	Support for Discover ZIP contactless transactions			
	MACing of Issuer Discretionary Data.			
	Reporting of Authorization State identifies whether commands are Host, Console, or All			
	PIN /Key Mailers			
	Visa Cash Processing			
	Legacy Functions			
	Host command (QK) to enable the account number to be changed (without changing the PIN) in an LMK-encrypted PIN. This allows card issuers to issue replacement cards while retaining the old PIN.			
	Secure Key Storage and Generation.			
	Magnetic stripe issuance and transaction processing			
	Dynamic Card variation value for Contactless Cards			
	Support for AMEX: CSC 2.0			
	HSM Manager Health Check data for fans and PSU status			
	Reduced Key key check value: 6 HEX			
	Multi authorization states: Time limits maximum 12 hours & less. The settings applicable for console & HOST commands			
	Encrypted decimalization table			
	Up-gradation without additional hardware			
	Secure Host communication using TLS or SSL			
	PIN never appears in the clear outside of a tamper resistant security module as per PCI PIN security requirements			
	Sensitive functions/information are protected as per PCI HSM			
	Card verification (CVV/CVV2, dCVV, CSC, CVC/CVC2/CVC3)			
	CVC3 functionality now supports PINCVC3			

	Direct Pin Printing from HSM			
	Support hardware PIN printing: using either Serial or parallel or USB printer.			
	ISO PIN block formats: 01,02,03,04,05,34,35,41,42,47			
	Enhanced Audit Log Facility & Errorlogs			
	Health checkup and utilization statistics			
	Configure fraud detection commands for PINS			
	Variable PIN Offset for Multiple PIN length			
	Automatic Self-test			
	HSM settings storage & retrieval using smart card			
	Enable/disable host commands and PIN block formats			
	Diagnostic commands support such as PING, TRACERT & NETSTAT for monitoring Ethernet connections			

MARKETING PART NUMBER	DESCRIPTION	Release or Version	Compliance Yes / No
	PAYSHIELD 9000 BASE LICENSE PACKAGES		
HSM9-PAC001	Standard License package - *see Note 1*	V1.0	
	Note: Existing 8000 licenses do not run on and cannot be moved to payShield 9000. A Base License Package and any optional licenses required must be purchased for each payShield 9000		
HSM9-PAC010	Transaction Processing software package	V1.0	
HSM9-PAC020	Magnetic Stripe Issuers software package- *see Note 1 below*	V1.0	
HSM9-PAC030	EMV Issuers software package	V1.0	
HSM9-PAC600	Gemalto Mobile Banking software package	V1.0	
HSM9-PAC901	Standard Cortex (for FIS) software package	V1.0	
HSM9-PAC902	Cortex Instant Issuing (for FIS) software package	V1.0	
HSM9-PAC903	Standard Cortex + Instant Issuing (for FIS) software package	V1.0	
HSM9-PAC908	mPOS P2PE software package	V2.0c on	
	Note 1: Some commands use RSA and require HSM9-LIC002.		

Scope of Work for Implementation & Migration

1. Installation of HSM Devices
2. Migration of existing configuration from HSM 8000 to Payshield 9000
   a. Local Master Keys (LMK)
   b. Security Configurations
   c. Creation of new cards
3. ITM Integration
   a. Static key translation
   b. Dynamic key exchange
   c. Key generation
   d. ARQC Validations & ARPC generations

      e.   Round Robin with HSM 8000 and Payshield 9000
      f.   Pilot member bank certification
4. Go Live
      a.   Migrate all HSM connection to Payshield 9000

Agreement to above – Yes / No - _____

Scope of Work for Warranty & AMC

1. On call support for break fix for HSM application integration & HSM device
2. Software support and upgrades for licenses procured
3. Adhere to SLA as defined under section 8.14

Agreement to above – Yes / No - _____

Dated this…………………… Day of………………………..2013.

(Signature)

(Name)   (In the capacity of)

Duly authorized to sign Bid for and on behalf of

Section 12 - Documents to be put in Envelope 'C'

Annexure K   **Commercial Bid Form**

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

Re: NPCI:RFP:2013-14/0024 dated. 18.10.2013 "RFP for Upgrade of THALES HSM (HARDWARE SECURITY MODULE) for PIN BLOCK Translation"

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required infrastructure in conformity with the said Bidding documents for the sum of Rs................(Rupees all inclusive) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide _____ for the above purpose within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this…………………… Day of………………………..2013

(Signature)

(Name)   (In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure L   Commercial Bid Format

TABLE 'A' HSM

	Sr. No	Line items	Quantity	Unit Cost	Tax	Total Cost
DC Location	1	**THALES PAYSHIELD 9000 HSM (containing specifications as per Annexure J with 24x7 support & 3 year warranty, SLA as mentioned in section 8.15)**	2			
DR Location	2	**THALES PAYSHIELD 9000 HSM (containing specifications as per Annexure J with 24x7 support & 3 year warranty, SLA as mentioned in section 8.15)**	2			
		Total A (1+2)				

TABLE 'B' OPTIONAL LICENSE (Quantity of optional items will not exceed 4, except repeat orders)

PART NUMBER	DESCRIPTION	Quantity	Unit Price	Tax	Total Cost
	PAYSHIELD 9000 OPTIONAL SOFTWARE LICENSES – LATEST RELEASE				
HSM9-UPGV2	Upgrade from payshield V1.x to V2.x standard base software	1			
HSM9-LIC001	Core license (not required unless ordering a minor upgrade within a major base code stream - this license is included in the core base packages)	1			
HSM9-LIC002	RSA license	1			
HSM9-LIC003	AS2805 license - *see Note 1 below*	1			
HSM9-LIC004	Europay Security Platform (ESP) license - *see Note 1 below*	1			
HSM9-LIC005	User Authentication (HMAC/CAP/DPA) license	1			
HSM9-LIC006	X9 TR-31 license	1			
HSM9-LIC007	AES algorithm license	1			
HSM9-LIC008	Data Protection license - *see Note 1 below*	1			
HSM9-LIC009	Remote Management license	1			
HSM9-LIC011	Magnetic Stripe Contactless Card Data Preparation license	1			
HSM9-LIC012	LMK x 2 license	1			
HSM9-LIC013	LMK x 5 license	1			
HSM9-LIC014	WebPIN license - *see Note 1 below*	1			
HSM9-LIC016	EMV-based Card Data Preparation license - *see Note 1 below*	1			

HSM9-LIC017	payShield 9000 Licence for HE&HG - *for legacy applications only*	1			
HSM9-LIC018	General purpose card personalisation	1			
HSM9-LIC019	payShield 9000 Licence for TLS/SSL Pre-Master Decryption - *see Note 1 below*	1			
HSM9-LIC021	LMK x 10 license	1			
HSM9-LIC023	MULTOS Card data preparation - *see Note 1 below*	1			
HSM9-LIC024	Magnetic Stripe Issuing license	1			
HSM9-LIC025	Magnetic Stripe Transaction Processing license	1			
HSM9-LIC026	EMV Transaction Processing license	1			
HSM9-LIC027	PIN and Key Printing license	1			
HSM9-LIC028	Visa Cash Processing license	1			
HSM9-LIC029	Legacy Functions license	1			
HSM9-LIC031	China Union Pay commands	1			
HSM9-LIC034	payShield 9000 Licence for MU & MW - *for legacy applications only*	1			
HSM9-LIC505	Italian Base Commands (needs 1081-09xx firmware) - *see Note 1 below*	1			
HSM9-LIC509	Russian CIF custom software for payShield 9000 (needs 1119-0903 or later firmware) - **see Note 2 below**	1			
	Note 1: Some commands use RSA and require HSM9-LIC002				
	Note 2: HSM9-PAC001 and HSM9-LIC002 must also be purchased				
	PAYSHIELD 9000 ACCESSORIES				
HSM9-U2S	USB to Serial Adaptor for Printers, Console and Host	1			
HSM9-U2PC	Printer Adapter - USB to Parallel Centronics	1			
HSM9-U2P25	Printer Adapter - USB to Parallel 25 pin	1			
HSM9-CARD6PK	payShield 9000 LMK Cards (6 Blank)	1			
HSM9-TESTLMK	payShield 9000 LMK Cards (2 Test LMK Cards - variant and key block)	1			
HSM-RACKNS	Runner kit for payShield 9000	1			
HSM-RACK1000	Runner Kit (1000mm) for payShield 9000	1			
HSM9-K001	payShield 9000 Replacement Keys for 1 lock (2 key pack)	1			
HSM9-K002	payShield 9000 Replacement keys for 2 locks (4 key pack)	1			
HSM9-PCIHSMCOMP	Ensure that delivered unit is PCI HSM compliant - please note that only selected software versions are currently PCI HSM certified - please check before ordering.	1			
HSM9-SPCLOCKS	Specify serial numbers for left and right key locks - *check on availability before quoting this part number*	1			

HSM9-ADDCD	Single CDROM containing base or custom software for a specified payShield 9000	1			
PAYSHIELD 9000 REMOTE MANAGER					
HSM9-LIC009	payShield 9000 License for Remote Management	1			
HSM-RMGT-SYS-X-X-X	Remote HSM Manager System Pack (Version X-X-X) (includes 3 Smart Card Readers, 30 standard cards, 6 Left and 6 Right Administrator Cards and 12 Operator Cards)	1			
HSM-RMGT-AD10h	Remote Management for payment HSMs- 5 Left & 5 Right Additional Administrator Smart Cards	1			
HSM-RMGT-OP10	Remote Management for payment HSMs - 10 Additional Operator Smart Cards	1			
HSM-RMGT-RDR1	Additional smartcard reader (1 off)	1			
KEY MANAGEMENT DEVICE (KMD) FOR THALES PAYMENT HSMs					
KMD-SYS-0x	Key Management Device for Thales e-Security payment HSMs	1			
KMD-SW-1.xx	Key Management Device Base Software v1.xx Total	1			

Table C – AMC Cost

Sr. No	Name of Schedule	Support Requirement	Quantity	Unit Price	Tax	Total Price
	24 X 7 comprehensive AMC support for fourth year.	Refer SOW for Warranty & AMC Section 11	4			
	24 X 7 comprehensive AMC support for fifth year.	Refer SOW for Warranty & AMC Section 11	4			
	TOTAL COST OF TABLE 'C'					

Table	Cost
A	
B	
C	
Grand Total (A+B+C)	

Dated this…………………… Day of………………………..2013

(Signature)

(Name)   (In the capacity of)

Duly authorized to sign Bid for and on behalf of

ANNEXURE-1 NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this -------- day of -------------, 2013 ("**Effective Date**") between

NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at **C-9, 8th Floor, RBI Premises**, **Bandra-Kurla Complex, Bandra (East) Mumbai-400 051** (Hereinafter referred to as "NPCI", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

_____, a company registered in _____and having its registered office at _____ (Hereinafter referred to as "-------", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

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

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between NPCI and ------ to perform the considerations (hereinafter called "Purpose") set forth in below:

(STATE THE PURPOSE) RFP for Upgrade of THALES HSM (HARDWARE SECURITY MODULE) for PIN BLOCK Translation

Article 2: DEFINITION

For purposes of this Agreement, "**Confidential Information**" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or

is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

1.   Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circum-stance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2.   The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3.   The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 9: JURISDICTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 10: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Mumbai in India.

Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the Effective Date until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

Article 14: GENERAL

1.   Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

2.   This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

3.   Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

NATIONAL PAYMENTS CORPORATION OF INDIA	Bidders Name
By:	
Name:	By:
	Name:
Designation:	Designation: