



REQUEST FOR PROPOSAL FOR Appointment of Qualified Security Assessor (QSA) and Approved Scanning Vendor (ASV) for Payment Card Industry - Data Security Standard (PCI DSS) Re- Certification

RFP Reference No: NPCI:RFP:13-14/0014/dated:28.08.2013

National Payments Corporation of India

13th Floor, R- Tech Park, Nirlon Knowledge Park
Near HUB Mall, Opp. Western Express Highway,
Goregaon(East),
Mumbai – 400 063.
Tel: +91-022-40 50 85 00 Fax: +91-022 – 40 50 86 50
EMAIL : itprocurement@npci.org.in
Website: www.npci.org.in

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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 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 of INR 3371 (Rupees Three Thousand Three Hundred seventy one Only) inclusive of taxes, in Envelope - 'A' towarded cost of RFP.
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 1,00,000/- (Rupees One lakh only)- towards Bid Security in Envelope – 'A'
3. Envelope 'A' Eligibility Criteria Response.
4. Envelope 'B' Technical Response
5. Envelope 'C' Commercial bid.
6. RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope – 'B'.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
8. Prices to be quoted in Indian Rupees (INR).
9. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
10. All the pages and documents submitted as part of the Bid must be duly sealed and signed by the authorized signatory.

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Section 1 – BID Schedule and Address

Sr. No.	Description	
1	Name of Project	RFP for Appointment of QSA and ASV for PCI DSS Compliance.
2	Tender Reference Number	NPCI:RFP:2013-14/0014 dated:28.08.2013
3	Date of Publishing of RFP on NPCI website	28.08.2013
4	Last date and time of receiving vendor Pre-bid clarifications in writing	12.09.2013 – 6.30 PM
5	Date and Time for Pre-bid Meeting	Not Applicable
6	Address for Pre-bid Meeting	Not Applicable
7	Last date and time for Bid Submission	20.09.2013 – 3.00PM
8	Address of Bid Submission	National Payments Corporation of India, 13 th Floor R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon(E), Mumbai – 400 063.
9	Date and Time of Eligibility & Technical Bid Opening	20.09.2013 – 3.30PM
10	Place of Commercial Bid Opening	Will be informed to the shortlisted bidders
11	Name and Address for communication	The VP & Head - Procurement National Payments Corporation of India, 13 th Floor R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon(E), Mumbai – 400 063.
12	Bid Related Queries	prashant.awale@npci.org.in amit.sahasrabudhe@npci.org.in santosh.menon@npci.org.in
13	Bid cost	₹3,371/- (inclusive service tax@12.36%)
14	Bid Security	₹1,00,000/-

Note:

1. Bids will be opened in the presence of the bidders' representatives who choose to attend the bid opening meeting. 2. Date and Time of Commercial Bid Opening will be intimated later.

3. Bid Cost: DD shall be made in favor of “National Payments Corporation of India” of amount ₹3,371/- inclusive of taxes (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 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 this RFP:

NPCI stores, processes and transmits cardholder data. To secure business critical data and cardholder data and also to increase customer confidence, NPCI achieved PCI DSS compliance in 2012. PCI DSS serves as a gauge of diligent care with which NPCI handles sensitive cardholder data. With intent to ensure the secure IT infrastructure for processing cardholder data NPCI want to maintain PCI-DSS certification.

The RFP details the scope of the current assignment. Section - 3 Scope of Work, details the activities & infrastructure that will be part of the certification process.

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 bids at NPCI's office on 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. 3,371.00 (Inclusive service tax@12.36%) (INR Three Thousand Three hundred Seventy One only)**, payable in the form of Demand Draft/Pay order from any scheduled commercial bank in India favouring **"NATIONAL PAYMENTS CORPORATION OF INDIA"** payable at Mumbai in envelope A- Eligibility Criteria Response. This RFP document is non-transferable and the cost of RFP documents 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. 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. NPCI is not bound to disclose the grounds for rejection of Bid. The decision of the NPCI regarding the final declaration of the successful Bidder shall be final.

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 through Pre-Bid queries.

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

3.1 Scope of Work – Summary

The scope of work shall include following activities: -

1. Initial Phase: -

- a) External network layer penetration tests.
- b) External application layer penetration tests.
- c) Internal application layer penetration tests.
- d) PCI-DSS QSA assessment for verification of compliance.
- e) PCI-DSS documentation & recommendations for closure of QSA assessment report.

2. Certification Phase: -

PCI-DSS QSA audit leading to the certification

3. Support Phase: -

- a) Four quarterly ASV scans per year covering all externally accessible (Internet-facing) IP addresses as per PCI DSS requirements.
- b) Annual external network-layer penetration tests. (Optional)
- c) Annual external application-layer penetration tests. (Optional)
- d) Annual internal application-layer penetration tests. (Optional)
- e) All reports should include recommendations and steps for closure.
- f) Access should be provided to bidder's portal for New & Old Reports & Status Information.
- g) On demand Offsite & Onsite support for verifying compliance of PCI-DSS for changes in system. (Optional)

3.2 Ensure PCI–DSS compliance of following sites in India.

1. Data Centre – Mumbai, BKC

- a. National Payments Corporation of India
C/o Tata Communications Ltd,
Tower A, 3rd floor,
Plot nos. C21 and C36, G Block,
Bandra Kurla Complex,
Bandra – East
Mumbai 400 098.
- b. National Payments Corporation of India
C/o Tata Communications Ltd,
Tower A, 4th floor,
Plot nos. C21 and C36, G Block
Bandra Kurla Complex,
Bandra – East
Mumbai 400 098.

2. Registered Office – Mumbai, RBI Premises

National Payments Corporation of India
C-9, 8th Floor,
RBI Premises, BKC,
Bandra East, Mumbai-400051.

3. NPCI Office – Mumbai, RBI Premises

National Payments Corporation of India
C-9, 2nd Floor,
RBI Premises, BKC,
Bandra East, Mumbai-400051.

4. NPCI Office – Mumbai, Goregaon

National Payments Corporation of India
C/o R TECH PARK on the 13th floor Half South Side
(Romell Real Estate Pvt. Ltd)
Off Western Express Highway,
Goregaon (East), Mumbai: 400063.

5. Data Centre - Chennai

National Payments Corporation of India
C/O Reliance communications ltd,
Reliance Internet Data Centre
1st floor, IDC, Reliance house,
No.6, Haddows Road,
Nungambakkam,
Chennai – 600 006.

6. NPCI Office – Chennai

National Payments Corporation of India
8th Level, VBC Solitaire 47 & 49 Bazullah Road,
T. Nagar,
Chennai – 600 017

7. Data Centre – Hyderabad

National Payments Corporation of India
C/o Reliance Communications Ltd.,
Plot No 20, Survey No 64,
Opp. Mahindra Satyam,
HITEC City Layout, Madhapur,
R.R. Dist. - Hyderabad - 500 019

3.3 Systems under the PCI DSS scope:

Device Type	Quantity	Remark
Servers including DB Servers	250	Windows, Solaris, AS 400, Oracle, SQL Server
Desktops / Laptops	400+	Windows
NPCI Services (Applications)	8	NPCI Services like NFS, DMS, RGCS etc.
Routers & Switches	50	
Firewalls & IPS	25	
Security Tools	5	SIEM, FIM, PIM, DLP, 2FA
HSMs	4	

3.4 Roles and Responsibilities

The roles and responsibilities of Bidders would be as follows but not limited to:-

1. The bidder has to ensure that the GAP Assessment and closure should be completed from the perspective of PCI-DSS certification before QSA certification audit. Later QSA will conduct PCI-DSS certification Audit.
2. Ensure ASV scans, Penetration Testing, and PCI-DSS certification timelines.
3. The service provider has to ensure that the quarterly ASV scans are executed in timely manner; per quarter and approved by NPCI.
4. Analysis and assessments should be completed from the perspective of PCI-DSS certification and ensure minimum two or more full-time Security Consultant(s) onsite as required for delivery of the services included in SOW i.e. Section 3.
5. Expert Security Consultants for the purposes of review and quality assurance.
6. Complete documentation in the initial phase as required for PCI-DSS certification, in a timely manner.
7. All Reports would be delivered in a password protected Adobe Acrobat (PDF) document format.
8. The Service Provider has to ensure to provide Onsite and Offsite Support for changes in system.

Section 4 – Eligibility Criteria

4.1 Pre-requisite:

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described herein. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

4.2 Eligibility Criteria:

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

4.2.1 The Bidder should be a company registered under the Companies Act, 1956 since the last three years.

4.2.2 The Bidder should have minimum annual turnover of ₹ 1.00 Crore during the last three financial years (2009-10, 2010-11, 2011-12) or calendar years 2009, 2010, 2011 or bidder's financial years.

4.2.3 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.

4.2.4 The Bidder should have conducted PCI DSS certification with compliant ROC (Report on Compliance) for at least 5 organizations with at least 3 financial institutions during last 3 years.

4.2.5 The Bidder should be registered with PCI Council as QSA and ASV.

4.2.6 The Bidder should not be currently blacklisted by any bank / institution in India or abroad.

4.2.7 Bidder should have service support facility in Mumbai/Chennai.

4.3 Eligibility Criteria Response Sheet

4.3.1 The Bidders should complete the Eligibility Criteria Response Sheet as given in Annexure - E.

4.3.2 Failure to provide the desired information and documents may lead to disqualification of the Bidder.

Section 5 – Instruction to Bidders

A. The Bidding Document

5.1 RFP:

1. RFP shall mean Request for Proposal.
2. Bid, Tender and RFP are used to mean the same.
3. 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 Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.

5.2 Cost of Bidding

- 5.2.1** 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. The contents of the Envelopes are mentioned in clause 5.13

5.4 Clarifications of Bidding Documents:

- 5.4.1** A prospective Bidder requiring any clarification of the Bidding Documents may notify NPCI in writing at NPCI's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1. The replies/clarifications will be uploaded in NPCI's website/tenders.

- 5.4.2** Bidders should submit the queries only in the format given below:

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

5.5 Amendment of Bidding Documents

- 5.5.1** 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.
- 5.5.2** Amendments will be provided in the form of Addenda/ Corrigenda 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/ Corrigenda had been taken into account by the Bidder in its Bid.
- 5.5.3** 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.
- 5.5.4** 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

- 5.6.1** Prices quoted in the bid should include all costs including all applicable taxes, duties, levies, VAT/Sales Tax/Service Tax and fees whatsoever, except Octroi.
- 5.6.2** The VAT/Sales Tax/Service Tax should be shown separately in the Price Schedule.

5.7 Earnest Money Deposit (EMD) /Bid Security

- 5.7.1** The Bidder shall submit Earnest Money Deposit of ₹1 lakh (Rupees One lakh only) in the form of a Demand Draft / Pay order from a scheduled bank in India in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Bank Guarantee valid for 180 days, as per format in Annexure A1 or A2.
- 5.7.2** No interest shall be payable on the EMD.

5.8 Return of EMD

- 5.8.1** EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.
- 5.8.2** The EMD of successful Bidder shall be returned / refunded after furnishing Performance Guarantee as required in this RFP.

5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- 5.9.1 The Bidder withdraws his Bid before opening of the Bids.
- 5.9.2 The Bidder withdraws his Bid after opening of the Bids but before Notification of Award.
- 5.9.3 Failure to accept the order by the Selected Bidder within 7 days from the date of receipt of the Notification of Award makes the EMD liable for forfeiture at the discretion of NPCI. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- 5.9.4 The selected Bidder withdraws his Bid / proposal before furnishing Performance Guarantee.
- 5.9.5 The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- 5.9.6 If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.

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 Format of Bid:

- 5.11.1 The Bidders shall prepare one hard copy (Marked as 'ORIGINAL') and one soft copy of the Technical Bid marking it as "Technical Bid-Soft copy".
- 5.11.2 In case of any discrepancy between them, the original shall govern.

5.12 Signing of Bid:

- 5.12.1 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 5.12.2 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 (format given in Annexure H) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.
- 5.12.3 All pages of the Bid, except for printed instruction manuals and specification sheets shall be initiated by the person or persons signing the Bid.
- 5.12.4 The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

C Submission of Bid

5.13 Envelope Bidding Process:

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

5.13.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '**Request for Proposal for Appointment of QSA and ASV for PCI DSS Certification.**'

5.13.3 The inner and outer envelopes shall

1. be addressed to NPCI at the address mentioned in Section 1
2. The inner envelopes shall indicate the name and address of the Bidder.
3. If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the Bid's misplacement or premature opening.

5.14 Contents of the 3 Envelopes:

5.14.1 Envelope 'A' should be superscribed as **Eligibility Criteria**. The following documents shall be inserted inside Envelope A:

1. Cost of Bid in the form of Demand Draft/pay Order of Rs.3371.00
2. Bid Earnest Money in the form of Demand Draft – Annexure A1 or Bid Earnest Money in the form of Bank Guarantee – Annexure A2
3. Bid Offer form (without price) – Annexure B
4. Bidder Information - Annexure C
5. Eligibility Criteria Response Sheet – Annexure E
6. Declaration of Acceptance of Terms and Conditions – Annexure F
7. Declaration of Acceptance of the Scope of Work – Annexure G
8. Power of Attorney for signing of Bid – Annexure H
9. Last three years audited Balance sheet and profit and loss statements.
10. Declaration regarding Clean Track Record – Annexure T2
11. RFP document sealed and signed by authorized signatory.

5.14.2 Envelope 'B' should be superscribed as **Technical Bid**:

The following documents shall be inserted inside Envelope B

1. Compliance to Technical Specifications – Annexure T
2. Client Reference – Annexure T3
3. Detailed Bill of materials with line item details, quantity and functional details.
4. Masked Price Bid.

5.14.3 Envelope 'C' should be superscribed as **Commercial Bid**:

1. Commercial Offer Form – Annexure C1
2. Commercial Proposal – Annexure C2

5.15 Bid Submission:

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

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

5.15.3 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.

5.16 Bid Currency:

All prices shall be expressed in Indian Rupees only.

5.17 Bid Language:

The Bid shall be in English Language.

5.18 Rejection of Bid

The Bid is liable to be rejected if:

- 1 The document doesn't bear signature of authorized person.
- 2 It is received through Fax/E-mail.
- 3 It is received after expiry of the due date and time stipulated for Bid submission.
- 4 Incomplete/incorrect Bids, including non -submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by NPCI.
- 5 No Bid shall be rejected at Bid opening, except for late Bids.

5.19 Deadline for Submission:

The last date of submission of bids is given in Section1, unless amended by NPCI through its website.

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:

- 5.22.1** Bids once submitted will be treated, as final and no modification or withdrawal thereof is permissible. No further correspondence will be entertained on this and any further correspondence is liable to disqualify the Bidder and his Bid.
- 5.22.2** No Bid will be modified after the deadline for submission of Bids.

5.23 Right to Reject, Accept/Cancel the bid:

- 9.23.1** NPCI reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.
- 9.23.2** NPCI does not bind itself to accept the lowest or any Bid and reserves the right to reject all or any Bid or cancel the RFP without assigning any reason whatsoever. NPCI also has the right to re-issue the RFP 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 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: Eligibility & Technical Criteria will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility & Technical criteria will be considered for further evaluation.

Stage 2 – Envelope C which is the commercial bid of the shortlisted Bidders who qualify after Technical Evaluation only will be opened.

5.26 Contacting NPCI:

From the time of Bid opening to the time of Purchase Order award, if any Bidder wishes to contact NPCI for seeking any clarification on any matter related to the Bid, it 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 phases:

Phase 1 – In the first phase only the Eligibility Criteria i.e. Envelope A and Technical Bids i.e. Envelope B will be opened.

Phase 2– In the second phase the Commercial Bids i.e. Envelope C will be opened.

6.2 Opening of Technical Bids:

6.2.1 NPCI will open Envelope 'A' and '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.

6.2.2 The representatives of the Bidder have to produce an authorization letter from the Bidders by way of letter or email 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' representatives are 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.

6.2.3 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.

6.3 Opening of Commercial Bids:

6.3.1 Only those Bids that are technically qualified will be eligible for opening of commercial bids.

6.3.2 Those Bidders who qualify technically will be informed about the date and time of opening of Commercial Bids.

6.3.3 The representatives of the Bidder have to produce an authorization letter as per format given in Annexure J, subject to clause 6.3.2 above.

Section 7 – Bid Evaluation

7.1 Preliminary Examination of Technical Bids:

- 7.1.1** 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.
- 7.1.2** 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.
- 7.1.3** 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.
- 7.1.4** 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.
- 7.1.5** Envelope A will be evaluated first and those who fulfill the eligibility criteria will be eligible for technical evaluation.
- 7.1.6** NPCI may interact with the Customer references submitted by Bidder, if required.

7.2 Evaluation of Technical Bids:

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

Scope of Work

Prior experience of the Bidder in undertaking projects of similar nature.

Compliance to Technical Specifications as specified in the RFP.

NPCI reserves the right to call for presentation and discussions on the features etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.

Review of written reply, if any, submitted in response to the clarification sought by the NPCI, if any.

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.

NPCI may interact with the customers, whose references have been submitted by bidder, if required.

Bidders are required to provide documentary evidence, wherever available, for the technical specifications.

7.3 Evaluation of Commercial Bids:

The evaluation of commercial Bids will be done as mentioned below.

7.3.1 Arithmetical errors in the Bids submitted shall be treated as follows:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
2. 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.
3. 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.

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

7.4 Successful Evaluated Bidder:

7.4.1 Bidders qualified in eligibility & 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

8.1.1 Services shall include services mentioned in Section 3 – Scope of Work.

8.2 Notification of Award/Purchase Order:

8.2.1 After selection of the L1 Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award /Purchase Order to the selected Bidder.

8.2.2 Once the selected Bidder accepts the Notification of Award, the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.

8.2.3 8.2.3 Upon the successful Bidder furnishing the Performance Bank Guarantee, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

8.3 Acceptance of the Purchase Order:

8.3.1 Within 7 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.

8.3.2 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

8.4 Taxes and Duties:

8.4.1 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.

8.4.2 Commercial Bid 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, if applicable, shall be reimbursed to supplier by NPCI at actual on production of original receipt.

8.4.3 The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to NPCI.

8.5 Terms of Delivery:

8.5.1 The services should start within 1 week of receipt / acceptance of the Purchase Order.

8.6 Penalty for default in delivery:

8.6.1 If the Bidder does not deliver, 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:

8.6.2 Non Delivery of above at NPCI - 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%.

8.6.3 In case of delay in compliance with the order beyond 10 days of the stipulated time period, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI.

8.6.4 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 bidder, as per this Agreement.

8.7 Performance Bank Guarantee

Performance Bank Guarantee shall be equal to 10 % of the PO value valid for 1 year from the date of acceptance of the Purchase Order. Successful Bidder will submit Performance Bank Guarantee as per NPCI format attached vide Annexure-A hereto, within 14 days of receipt of the Notification of Award or Purchase Order.

8.8 Payment Terms:

8.8.1 The Payment Terms shall be as follows and subject to the deliverables.

8.8.2 Payment shall be made **after completion of each phase**. Completion of each phase is declared by NPCI after receiving all reports and documentation and Certification as required and mentioned in Section 3: Scope of Work.

Initial Phase: -

- a) 100% payment for External network-layer penetration tests.
- b) 100% payment for External application-layer penetration tests.
- c) 100% payment for Internal application-layer penetration tests.
- d) For onsite implementation support for PCI-DSS Compliance, payment shall be made for actual number of days support is provided (min. 15 days).

Certification Phase: -

100% payment in arrears for PCI-DSS QSA audit.

Support Phase: -

- a) Four quarterly ASV scans per year covering all externally accessible (Internet-facing) IP addresses as per PCI DSS certification requirement.

Payment shall be made only after submission of ASV Scan detailed report and attestation of compliance for each quarter during support phase as per following schedule:-

- 25% of "External ASV Scans" payment shall be made on delivery of 1st ASV scan report after certification.
- 25% of "External ASV Scans" payment shall be made on delivery of 2nd ASV scan report after certification.
- 25% of "External ASV Scans" payment shall be made on delivery of 3rd ASV scan report after certification.
- 25% of "External ASV Scans" payment shall be made on delivery of 4th ASV scan report after certification.
- b) During the period of support of 1 year after Certification, if NPCI engages the bidder for execution of following tests, payment shall be made for actual number of IP Addresses scanned as per unit rate: -
 - 1. External network-layer penetration tests.
 - 2. External application-layer penetration tests.
 - 3. Internal application-layer penetration tests.

- c) Offsite Support for PCI-DSS for 1 year after Certification. This is optional item. 100% payment shall be made at the end of support year, in case NPCI engages the selected bidder for this service.

Please refer Annexure C2 - Commercial Bid Format.

8.8.3 Bidders have to make their own arrangement for their travel and stay at the above said locations during the assessment at their own cost.

Payment shall be released within 30 days of receipt of correct Invoices, together with necessary documents, duly certified by NPCI officials.

8.9 Price:

Price shall remain fixed for a period of 1 year from the date of Notification of award / Purchase Order. The bidder has to provide the cost for 1 year and rate contract for next 2 years. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

8.10 Repeat Order:

The term of this Contract shall be for a period of one year from the date of providing resources to NPCI. NPCI reserves the right to extend the contract subsequently for 2 years. Bidder has to submit the PBG for renewal period.

8.11 Intellectual Property:

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

8.12 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 Bidder's obligations under this Section shall extend to the non-publicizing of any dispute arising out of the Purchase Order.

8.13 Indemnity

The Bidders shall indemnify, protect and save NPCI and hold 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:

- (i) 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 the Purchase Order,
- (ii) breach of any of the terms of the Purchase Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- (iii) bonafide use of the deliverables and or services provided by the Bidder,
- (iv) 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,

- (v) employment claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Purchase Order,
- (vi) breach of confidentiality obligations of the Bidder,
- (vii) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this contract.

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,

- (i) NPCI notifies the Bidder in writing immediately on being aware of such claim,
- (ii) 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 willful misconduct of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The 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 the 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.

8.14 Bidder's Liability

8.14.1 The selected Bidder will be liable for all the deliverables.

8.14.2 The 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/Purchase Order.

8.14.3 The Bidder's liability in case of claims against NPCI resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

8.14.4 **Liquidated Damages:** The parties hereby agree that if due to negligent act of the Bidder or non-fulfillment of any obligations under the Purchase Order, NPCI suffers any losses or incurs damages the Bidder would be fully liable to the total value of the contract/Purchase Order.

8.15 Force Majeure

8.15.1 Notwithstanding the provisions of the RFP, 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 an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving NPCI or Bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

8.15.2 If force majeure situation arises, the Bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the Bidder shall continue to perform its obligations under the contract as far as possible. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.

8.16 Resolution of Disputes

All disputes or differences arising out of or in connection with the Contract between NPCI and the Bidder shall be settled amicably through good-faith negotiation between senior management of both parties. 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 shall be subject to the exclusive jurisdiction of courts at Mumbai. The Governing Law is of India.

- 8.16.1** NPCI and the Bidder 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/Purchase Order.
- 8.16.2** If, NPCI and the Bidder have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.
- 8.16.3** The dispute resolution mechanism to be applied shall be as follows:
1. In case of disputes or difference arising between NPCI and the Bidder relating to any matter arising out of or connected with this Contract, such disputes or difference shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time. Where the value of the Contract is above ₹1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Bidder. The third arbitrator shall act as the presiding arbitrator.
 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;
 4. Where the value of the contract is ₹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.
 5. In case, during the Arbitration proceedings, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.

8.17 Compliance with Applicable Laws of India

- 8.17.1** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NPCI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI, its directors//officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 8.17.2** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NPCI and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NPCI will give notice of any such claim or demand of liability within reasonable time to the Bidder.

8.18 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Union of India. The jurisdiction and venue of any action with respect to the subject-matter of this Contract 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.

8.19 Fraudulent and Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidder’s (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the NPCI of the benefits of free and open competition.

Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of project execution.

NPCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

8.20 Order Cancellation

NPCI reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NPCI alone;

- i. Delay in delivery of service beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- ii. Serious discrepancy in the quality of service.

iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by NPCI to the Bidder for the particular product would necessarily have to be returned to NPCI with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document.

8.21 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

The Chief Executive Officer
C-9th 8th Floor, RBI Premises
Bandra Kurla Complex, Bandra (E)
Mumbai 400 051

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

Section 9 – Technical Requirements

The Bidder has to submit following details / documents / records for technical evaluation process:

1. Audit Approach, Audit Schedule and Audit Methodology
2. Proof of registration as QSA and ASV with PCI Council.
3. Number of years of experience of the bidder as QSA & as ASV.
4. Submit a list of all deliverables to be submitted to PCI Council (e.g. ROC, ASV reports, Report on Compliance, PCI DSS Compliance Certificate, Documents to be submitted to PCI DSS council, Card brands, etc.).
5. List of Service Providers (ATM and Card Industry and not Banks) and ecommerce sites certified by the Bidder in last three years***.
6. List of financial institutions certified by the Bidder in last three years***.
7. Project Manager and other project resources along-with experience and certifications.
8. Provide Identified QSA details for this assignment. The QSA must have three years' experience in certifying financial institutions Service Providers.
9. Number of identified Technical team members for this assignment for ASV scans, Network Penetration Tests and Application Penetration Tests. Each team member must have three years' experience in certifying financial institutions Service Providers.
10. List of tools used for conducting ASV Scans and Penetration Tests listed/approved by PCI council.

Please Note:

1. The scope of work is as defined in section 3.
2. Once all the security related identified gaps / observations have been closed by NPCI, QSA and ASV will conduct final checks / audit to certify NPCI that is PCI DSS compliant.
3. All Reports would be delivered in a password protected Adobe Acrobat (PDF) document format.

*** Provide details in tabular format containing following details Name of FI, Contact Person, Address, email id, phone number and Year of Certification as per Annexure T3.

Note: Evaluation of Technical Bids will conducted as per details outlined in section 7.2. Please fill the Annexure T and submit as outlined in Section 5.14.

Section 10 Documents forms to be put in Envelope 'A'

Annexure A1 Bidder's Letter for EMD/Bid Security

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.NPCI:RFP:13-14/0014/ dated 28.08.2013 for "Appointment of QSA and ASV for PCI DSS Recertification."

We have enclosed an EMD in the form of a Demand Draft No._____ issued by the branch of the _____ Bank, for the sum of ₹1 lakh (Rupees one lakhs only). This EMD is as required by clauses 5.7 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)

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

C-9th 8th Floor, RBI Premises
Bandra Kurla Complex, Bandra (E)
Mumbai 400 051

Performance Bank 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. NPCI: RFP: 13-14/ 0014 dated 28.08.2013** for **"Appointment of QSA and ASV for PCI DSS Compliance."**

Furthermore, we understand that, according to the conditions of the RFP, a Performance Bank Guarantee is required.

At the request of the Bidder, We ----- (name of the Bank), _____ (the issuing Bank to furnish the details of its incorporation), and having its registered office at ----- and, for the purposes of this Guarantee and where claims are payable, acting through its ---- branch presently situated at ----- (hereinafter referred to as "**Bank**" which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of **₹----- (in figures) (Rupees----- (in words)----- only)** upon receipt by us of your first demand in writing on or before ----- (Date) declaring the Bidder to be in default under the RFP, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with --(Bank Name & Issuing branch address)-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

- (i) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of ₹ ----- <Amount in figures and words>.
- (ii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within three months of the expiry of the validity period of this Bank Guarantee viz. from -----.

- (iii) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)-----
----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (Date) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----
----- (Bank & its address), upon the earlier of (a) its discharge by payment of claims aggregating to ₹ ----- <Amount in figures & words>. (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) <Claim Expiry Date>

All claims under this Bank Guarantee will be made payable at -----
----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

Annexure B Bid Offer Form (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 (E)
Mumbai- 400 051**

Dear Sir,

Subject: Regarding RFP No.NPCI:RFP: 2013-14/0014 dated 28.08.2013 for “Appointment of QSA and ASV for PCI DSS Compliance.”

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 receipt of Purchase Order, 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 ₹1,00,000/- (INR One Lakh Only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address

Annexure C Bidder's Information

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			

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Annexure E Eligibility Criteria Response

S.NO.	MINIMUM ELIGIBILITY CRITERIA	RESPONSE OF THE BIDDER			DOCUMENTS ATTACHED
1.	The Bidder should be a company registered under the Companies Act, 1956 since the last three years.	Yes – Date of Incorporation			The bidder should produce proof of documents.
2.	The Bidder should have minimum annual turnover of ₹ 1.00 Crore during the last three financial years (2009-10, 2010-11, 2011-12) or calendar years 2009, 2010, 2011 or bidder's financial years.	2009-10	2010-11	2011-12	This must be supported by audited financial statements (Reports) for the financial year 2009-10, 2010-11 and 2011-12 or Calendar year 2009, 2010 and 2011 or the bidder's financial years.
		YES/NO	YES/NO	YES/NO	
		Amt in ₹Cr.	Amt in ₹Cr.	Amt in ₹Cr.	
3.	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.	YES/NO			This must be supported by audited financial statements (Reports) for the financial year 2011-12 or Calendar year 2012 or the bidders' last financial year.
		Amt in ₹Cr.			
4.	The Bidder should have conducted PCI DSS certification with compliant ROC (Report on Compliance) for at least 5 organizations with at least 3 financial institutions during last 3 years.	Name of Assignment	Place	Approx order value	The bidder should produce proof of documents.
5.	The Bidder should be registered with PCI Council as QSA and ASV.	Yes/No			Please attach the latest certificate.
6.	The Bidder should not be currently blacklisted by any bank / institution in India or abroad.	Yes/No			Both Bidder has to submit clean track declaration separately as per format given in Annexure I
7.	Bidder should have service support facility in Mumbai/Chennai.	Yes/No			Proof of existing a support facility in Mumbai / Chennai.

Signature: _____ .Name: _____

Designation: _____ Date: _____, Place _____

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,

Re: RFP No.NPCI: RFP:13-14/0014 dated 28.08.2013 for “Appointment of QSA and ASV for PCI DSS Compliance.”

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP 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 for making this bid.

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,

Re: RFP No. NPCI: RFP: 2013-14/0014 dated 28.08.2013 for “Appointment of QSA and ASV for PCI DSS Compliance.”

I have carefully gone through the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP 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 Mr. _____ (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 “_____” in response to the RFP No. _____ 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 J– AUTHORIZATION LETTER

(On company letter head)

The Chief Executive Officer
National Payments Corporation of India
Mumbai

Dear Sir,

Re: Authorization Letter for attending Bid-Opening

Ref: RFP No.NPCI:RFP:13-14/0014 dated 28.08.2013 for “Appointment of QSA and ASV for PCI DSS Compliance.”

This has reference to your RFP No.____ for _____.

Mr.._____is hereby authorized to attend the Bid Opening of the above **RFP:**
dated _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority

Section 11 – To be put in Envelope ‘B’

Annexure T Technical Specifications Compliance

Sr. No	Criteria	Requirement / Remarks	Bidder's Response
1	Audit Approach	<i>Please attach the audit approach document</i>	
2	Audit Schedule	<i>Please attach the audit schedule document</i>	
3	Presentation on Methodology	<i>Please attach the presentation document</i>	
4	Listed with PCI Security Standards Council as QSA	Yes / No	
5	Listed with PCI Security Standards Council as ASV	Yes / No	
6	Number of years of experience of the Bidder in as a QSA	___ Years ___ Months	
7	Number of years of experience of the Bidder in as a ASV	___ Years ___ Months	
8	List of financial institutions certified by the Bidder in last three years.	Provide details in tabular format containing following details Name of FI, Contact Person, Address, email id, phone number and Year of Certification as per Annexure T3	
9	List of Service Providers (ATM and Card Industry and not Banks) and eCommerce sites certified by the Bidder in last three years.	Provide details in tabular format containing following details Name of FI, Contact Person, Address, email id, phone number and Year of Certification as per Annexure T3	

Sr. No	Criteria	Requirement / Remarks	Bidder's Response
10	Provide Identified QSA details for this assignment. The QSA must have three years' experience in certifying financial institutions Service Providers.	QSA Details.	
11	Number of identified Technical team members for this assignment for ASV scans, Network Penetration Tests and Application Penetration Tests. Each team member must have three years' experience in certifying financial institutions Service Providers	Bidder should respond creating a table containing, Name, Years of experience, Certifications.	
12	Project Manager and other project resources along-with experience and certifications.	Bidder should respond creating a table containing, Name, Years of experience, Certifications.	
13	List of tools used for conducting ASV Scans and Penetration Tests listed/approved by PCI council.	List of Tools.	
14	list of all deliverables to be submitted to PCI Council (e.g. ROC, ASV reports, Report on Compliance, PCI DSS Compliance Certificate, Documents to be submitted to PCI DSS council, Card brands, etc.)	List of Deliverables.	

Annexure T1 Bidder's Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of the firm/company. The brief description should include ownership details, date and place of incorporation of the company, objectives of the company etc.]

B - Bidder's Experience

S. No.	Particulars	Details
1.	Name of the Project	
2.	Approximate cost of contract/Project cost	
3.	Bank	
4.	Duration of Project (months)	

Note: Please provide documentary evidence from the client wherever applicable. This Annexure has to fill separately for each of the subcontractors.

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Annexure T2 Declaration regarding Clean Track by Bidder

Declaration for Clean Track Record (On Company/firm's Letterhead)

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,

Re: RFP No.NPCI:RFP: 2013-14/0014 dated: 28.08.2013 for “Appointment of QSA and ASV for PCI DSS Compliance.”

I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

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

Annexure T3 - Client Details

Provide details the client details wherever available:

S. No.	Name of Institution	Contact Person Name and Designation	Contact Details with e-mail	Preferable time to contact

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Date: _____, Place _____

Section 12 – To be put in Envelope ‘C’

Annexure C1 - Commercial Offer Form

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope only)

To:

Date:

NPCI

Dear Sir,

Re: RFP No. NPCI: RFP:2013-14/0014 dated: 28.08.2013 for “Appointment of QSA and ASV for PCI DSS Compliance.”

Having examined the Bidding Documents placed along with the above referred RFP, we, the undersigned, offer to provide the required consultancy services in conformity with the said Bidding documents for the sum of ₹.....(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 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 signed with the selected bidder, this Bid 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 C2 - Commercial Bid Format

Job: Services for PCI-DSS QSA Audit & Maintenance for 1 Year				
Sr. No	Description	Qty.	Unit Rate	Total
1	External network-layer penetration test.	10 IP		
2	External application-layer penetration test.	8 IP		
3	Internal application-layer penetration test.	8 IP		
4	Onsite implementation support for PCI-DSS Compliance (Payment will be made for actual no. of days support is provided, min. 15 days).	15 Days		
5	PCI-DSS QSA audit.	LS		
6	External ASV Scans (Quarterly, 4 Scans per year).*	10 IP		
7	Offsite Support for PCI-DSS (1 Yr.) (Optional).	1 Year		
	Sub-total			
	Service Tax/Tax			
Total – TCO				

Important:

The Professional fees should include travelling, boarding and lodging and all incidental costs. The fees quoted should be all inclusive cost.

* Bidder has to quote the cost for 1 year for 10 IPs. Payment will be released proportionately per quarter, i.e. 25% per quarter.

Unit rate quoted by the bidder shall apply for additional Scans / Tests, if and when required by NPCI during the period of 1 year after Certification.

Signature

Designation

Name

Company Name

Date: