



REQUEST FOR QUOTATION FOR SUPPLY OF VULNERABILITY ASSESSMENT TOOL

RFQ Reference Number: NPCI:RFQ:2013-14/0019 dated 25.09.2013

National Payments Corporation of India,
13th Floor, R Tech Park,
Off western express highway,
Nirlon Complex, Near HUB mall ,
Goregaon-East, Mumbai - 400063
Tel: +91-22-40508500
email- itprocurement@npci.org.in
Website: www.npci.org.in

Copyright Notice

Copyright© 2013 by National Payments Corporation of India. All rights reserved.

Disclaimer

The information contained in this Request for Quotation (RFQ) 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 RFQ document and all other terms and conditions subject to which such information is provided.

This RFQ 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 RFQ document is to provide bidder with information to assist the formulation of their proposals. This RFQ 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 RFQ 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 RFQ document. NPCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ document.

Important Detail about RFQ

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. The following items must be checked before the Bid is submitted: Demand Draft / Pay Order for Rs.1,124.00 (Rs.10,00+Service Tax) (Rs. One Thousand One Hundred Twenty Four only) towards cost of Bid document in Envelope - 'A'.
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 50,000/- (Rupees Fifty Thousand Only) towards Bid Security in Envelope - 'A' Earnest Money Deposit (EMD).
3. Both the technical and commercial bids prepared in accordance with the RFQ document.
4. Envelope 'A' Eligibility Criteria Response.
5. Envelope 'B' Technical Response.
6. Envelope 'C' Commercial bid.
7. This RFQ document duly sealed and signed by the authorized signatory on every page and enclosed in Envelope A.
8. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
9. All relevant technical documentation, 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.
11. Prices to be quoted in Indian Rupees (INR).

Contents

COPYRIGHT NOTICE.....	2
CONTENTS.....	4
SECTION 1 - BID SCHEDULE AND ADDRESS	7
SECTION 2 - INTRODUCTION	8
2.1 ABOUT NPCI:	8
2.2 OBJECTIVE OF THIS RFQ:	8
SECTION 3 - SCOPE OF WORK	8
3.1 SCOPE OF WORK:	8
SECTION 4 - ELIGIBILITY CRITERIA.....	8
4.1 PRE-REQUISITE:	8
4.2 ELIGIBILITY CRITERIA:	8
SECTION 5 - INSTRUCTION TO BIDDERS.....	9
A. THE BIDDING DOCUMENT	9
5.1 RFQ:	9
5.2 CONTENT OF BIDDING DOCUMENT:	9
5.3 CLARIFICATIONS OF BIDDING DOCUMENTS:	9
B PREPARATION OF BID.....	10
5.4 BID PRICE:	10
5.5 EARNEST MONEY DEPOSIT (EMD):	10
5.6 RETURN OF EMD:	10
5.7 FORFEITURE OF EMD:.....	10
5.8 PERIOD OF VALIDITY OF BIDS:	11
5.9 FORMAT OF BID:	11
5.10 SIGNING OF BID:	11
C SUBMISSION OF BID	11
5.11 THREE-ENVELOPE BIDDING PROCESS:	11
5.12 CONTENTS OF THE 3 ENVELOPES:.....	11
5.13 BID SUBMISSION:.....	13
5.14 BID CURRENCY:	13
5.15 BID LANGUAGE:.....	13
5.16 DEADLINE FOR SUBMISSION:	13
5.17 EXTENSION OF DEADLINE FOR SUBMISSION OF BID:	13
5.18 LATE BID:	13
5.19 MODIFICATIONS AND WITHDRAWAL OF BIDS:	13
5.20 RIGHT TO REJECT, ACCEPT/CANCEL THE BID:.....	13
5.21 RFQ ABANDONMENT:	13
5.22 BID EVALUATION PROCESS:	14
5.23 CONTACTING NPCI:	14
SECTION 6 - BID OPENING	14
6.1 OPENING OF BIDS:	14
6.2 OPENING OF TECHNICAL BIDS:	15
6.3 OPENING OF COMMERCIAL BIDS: REVERSE AUCTION??	15
SECTION 7 - BID EVALUATION.....	15
7.1 PRELIMINARY EXAMINATION OF TECHNICAL BIDS:.....	15

7.2 EVALUATION OF TECHNICAL BIDS:	15
7.3 EVALUATION OF COMMERCIAL BIDS: REVERSE AUCTION??	16
7.4 SUCCESSFUL EVALUATED BIDDER:	17
SECTION 8 - TERMS AND CONDITIONS.....	17
8.1 NOTIFICATION OF AWARD/PURCHASE ORDER:	17
8.2 SIGNING OF PURCHASE ORDER:	17
8.3 TERMS OF DELIVERY:	17
8.4 PENALTY FOR DEFAULT IN DELIVERY:	17
8.5 PERFORMANCE BANK GUARANTEE??	17
8.6 TAXES AND DUTIES:	18
8.7 PAYMENT TERMS:	18
8.8 PRICE:	18
8.9 ACCEPTANCE PROCEDURE:	18
8.10 EXTENSION OF PURCHASE ORDER & REPEAT ORDER	18
8.11 INTELLECTUAL PROPERTY:	19
8.12 CONFIDENTIALITY:	19
8.13 INDEMNITY	19
8.14 BIDDER'S LIABILITY	20
8.15 LIQUIDATED DAMAGES.....	20
8.16 FRAUDULENT AND CORRUPT PRACTICE	21
8.17 FORCE MAJEURE	21
8.18 PURCHASE ORDER CANCELLATION.....	21
8.19 TERMINATION OF PURCHASE ORDER.....	22
8.20 RESOLUTION OF DISPUTES.....	22
8.21 GOVERNING LAW	23
8.22 APPLICABLE LAW	23
8.23 ADDRESSES FOR NOTICES	23
SECTION 9 DOCUMENTS FORMS TO BE PUT IN ENVELOPE 'A'	24
ANNEXURE 2	25
BIDDER'S LETTER FOR EMD	25
ANNEXURE 3	26
FORMAT OF PERFORMANCE BANK GUARANTEE	26
{SIGNATURE OF THE AUTHORIZED REPRESENTATIVES OF THE BANK}	27
ANNEXURE 4	28
ELIGIBILITY CRITERIA MATRIX.....	28
ANNEXURE 5	29
BIDDER DECLARATION FOR CLEAN TRACK RECORD (ON COMPANY/FIRM'S LETTERHEAD).....	29
SECTION 10 - TO BE PUT IN ENVELOPE 'B'	30
ANNEXURE 6-TECHNICAL COMPLIANCE SHEET	30
SECTION 11 TO BE PUT IN ENVELOPE 'C'	35
ANNEXURE 7-PRICE FORMAT	35
ANNEXURE 8	36
COMMERCIAL BID FORM	36

ANNEXURE A	37
NON-DISCLOSURE AGREEMENT	37

Section 1 - BID Schedule and Address

S.No.	Description	
	Name of Project	RFQ FOR VULNERABILITY ASSESSMENT TOOL
1	Tender Reference Number	NPCI:RFQ:2013-14/0019 dated 25.09.2013
2	Date of publishing of RFQ Document on the Website	25.09.2013
3	Last date and time of receiving vendor Pre-bid clarifications in writing	08.10.2013 15.00 Hrs.
4	Last date and time for Submission of Bids	18.10.2013 15.00 Hrs.
5	a) Date and Time of Eligibility & Technical Bid Opening b) Date and Time of Commercial Bid Opening	18.10.2013 15.30 Hrs. Will inform the qualified Bidders
6	Place of Bid Submission and opening of Bids	National Payments Corporation of India, 13th Floor, R Tech Park, off western express highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063
7	Name and Address for communication	Head Procurement National Payments Corporation of India 13th Floor, R Tech Park, off western express highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063 E-mail: itprocurement@npci.org.in
8	Bid Related Queries	Mr. Prashant Awale Mobile: +918108108650 Email: prashant.awale@npci.org.in Mr. Rajesh Nadkarni Mobile: +918108186541 Email: rajesh.nadkarni@npci.org.in Mr. Vinay Tiwari Mobile: +918108122828 Email: vinay.tiwari@npci.org.in
9	Bid Cost	Rs. 1,124 (Rs. 1,000 + Service Tax)
10	EMD	Rs. 50,000

Note: Bids will be opened in the presence of the bidders' representatives who choose to attend. Date and Time of Commercial Bid Opening will be intimated later.

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 at C9, 8th Floor, RBI Premises, Bandra - Kurla Complex, Bandra (East), Mumbai, India-400 051. 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 RFQ:

NPCI invites responses for supplying Vulnerability Assessment Tool to identify the vulnerabilities on the devices so that preventive action can be taken to prevent threats to the devices deployed across the organization.

Section 3 - Scope of Work

3.1 Scope of Work:

The main objective of the RFQ is supply and support of Vulnerability Assessment Tool to identify for the vulnerabilities on the devices so that preventive action can be taken to prevent threats to the devices deployed across the organization.

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 in the tender document. 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. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

- 4.2.1** The bidder should be a Company registered under the Companies Act, 1956 since the last 3 years.
- 4.2.2** The bidder should have minimum annual turnover of Rs. 25 lakhs during last 3 financial years i.e. 2009-10, 2010-11, 2011-12 (or Calendar year 2009, 2010, 2011 or the bidder's financial years).
- 4.2.3** The company should be a profit (profit after tax) making company in the last financial year 2011-12 (or Calendar year 2011 or the bidder's financial year).
- 4.2.4** The Bidder should not be currently blacklisted by any Bank /Institution in India or abroad.
- 4.2.5** The bidder should be authorized business and service partner of the OEM.
- 4.2.6** The bidder should have deployed/configured devices mentioned in the RFQ.
- 4.2.7** The bidder should have atleast 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 RFQ:

- 5.1.1** RFQ shall mean Request for Quotation
- 5.1.2** Bid, Tender and RFQ are used to mean the same.

5.2 Content of Bidding Document:

- 5.2.1** The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 5.11.

5.3 Clarifications of Bidding Documents:

- 5.3.1** A prospective Bidder requiring any clarification on 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.
- 5.3.2** Bidders should submit the queries only in the format given below:

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

B Preparation of Bid

5.4 Bid Price:

5.4.1 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 original receipt.

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

5.5 Earnest Money Deposit (EMD):

5.5.1 The bidder is required to deposit Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft/ Pay Order in the favor of “National Payments Corporation of India” payable at Mumbai as Earnest Money Deposit or Bank Guarantee issued by a scheduled Commercial Bank valid for six months as per the format.

No interest will be paid on the EMD.

5.6 Return of EMD:

5.6.1 The EMD of the successful Bidder/s shall be returned / refunded after furnishing Performance Guarantee as required in the RFQ.

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

5.7 Forfeiture of EMD:

5.7.1 The EMD made by the bidder will be forfeited if:

The bidder withdraws its bid before opening of the bids.

The bidder withdraws its bids after opening of the bids but before the Notification of the Award.

The selected bidder withdraws its bid / proposal before furnishing Performance Guarantee.

The bidder violates any of the provisions of the RFQ up to submission of Performance Bank Guarantee.

Failure to accept the order by the selected Bidder within seven days from the date of receipt of the order 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.

Failure to submit the Performance Guarantee within stipulated period from the date of execution of the contract makes the EMD liable for forfeiture. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.8 Period of Validity of Bids:

5.8.1 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.

5.9 Format of Bid:

5.9.1 The bidders shall prepare one hard copy (marked as 'ORIGINAL') of the Bid.

5.10 Signing of Bid:

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

C Submission of Bid

5.11 Three-Envelope Bidding process:

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

5.11.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '*Request for Quotation (RFQ) for Supply of Vulnerability Assessment Tool*'

5.11.3 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.

5.12 Contents of the 3 Envelopes:

5.12.1 Envelope 'A' Eligibility Criteria. The following documents shall be inserted inside Envelope A:

1. Bidder's Information - Annexure 1.
2. Bid Earnest Money in the form of Demand Draft - Annexure 2 or
Bid Earnest Money in the form of Bank Guarantee - Annexure 3.
3. Eligibility Criteria Matrix - Annexure 4.
4. Declaration Regarding Clean Track by Bidder - Annexure 5.
5. RFQ duly signed by the authorized signatory
6. Last three years audited Balance Sheet and Profit and Loss Statements.

5.12.2 Envelope 'B' Technical Bid:

The following documents shall be inserted inside Envelope B:

1. Compliance sheet for Scope of Work-Annexure 6
2. Masked Price Bid
3. Reference site details and customer contact details.

5.12.3 Envelope 'C' Commercial Bid:

1. Commercial price format- Annexure 7
2. Commercial bid form -Annexure 8

5.13 Bid Submission:

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

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

5.14 Bid Currency:

5.14.1 All prices shall be expressed in Indian Rupees only.

5.15 Bid Language:

5.15.1 The bid shall be in English Language.

5.16 Deadline for Submission:

5.16.1 The last date of submission of bids is given in Section 1, unless amended by NPCI through its website.

5.17 Extension of Deadline for submission of Bid:

5.17.1 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.

5.18 Late Bid:

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

5.19 Modifications and Withdrawal of Bids:

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

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

5.20 Right to Reject, Accept/Cancel the bid:

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

5.20.2 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.

5.21 RFQ Abandonment:

5.21.1 NPCI may at its discretion abandon the RFQ process any time before the issuance of Purchase Order.

5.22 Bid Evaluation Process:

5.22.1 The Bid Evaluation will be carried out in 2 stages as mentioned in section 6.

5.23 Contacting NPCI:

5.23.1 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact NPCI for seeking any clarification 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 its Bid.

Section 6 - Bid Opening

6.1 Opening of Bids:

6.1.1 Bids will be opened in 2 stages:

Stage 1 - In the first stage the Eligibility Criteria and Technical Bids i.e. Envelope A and Envelope B, will be opened.

Stage 2 - In the second stage 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 Bidders have to produce an authorization letter from the Bidders 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 NPCI.

6.3 Opening of Commercial Bids:

- 6.3.1** Only those Bids that are technically qualified will be eligible for opening of commercial bids-Envelope 'C'.
- 6.3.2** The representatives of the Bidders have to produce an authorization letter from the Bidders 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' 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 NPCI.

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** 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.
- 7.1.3** 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.

7.2 Evaluation of Technical Bids:

- 7.2.1** Compliance to Technical Requirement stipulated in the RFQ, duly supported by documentary evidence will be evaluated in detail.
- 7.2.2** Technical skill set available, availability of customer support personnel etc., would be considered.
- 7.2.3** Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.
- 7.2.4** NPCI may interact with the Customer references submitted by bidder, if required.

7.3 Evaluation of Commercial Bids:

7.3.1 Arithmetic 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 Bidder who has quoted the lowest will be declared as successful evaluated bidder who will be called L1 Bidder.

Section 8 - Terms and Conditions

8.1 Notification of Award/Purchase Order:

8.1.1 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 Signing of Purchase Order:

8.2.1 Within 5 days of receipt of Purchase Order the successful Bidder shall accept the Purchase Order.

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

8.3 Terms of Delivery:

8.3.1 The device shall be delivered within 8 weeks of receipt of the Purchase Order.

8.3.2 The device shall be installed and configured within 2 weeks of delivery.

8.4 Penalty for default in delivery:

8.4.1 If the Bidder does not deliver the devices 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 @ the rate of 0.5% of the total value of the Purchase Order for each week's delay subject to a maximum of 5% of the total value of the Purchase Order, for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.

8.4.2 In the case of delay in compliance with the order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order.

8.5 Performance Bank Guarantee

Performance Bank Guarantee shall be equal to 10 % of the PO value valid for the 1 year from the date of acceptance of the Purchase Order. The bank guarantee shall be renewed every year till expiry of the warranty period. Successful Bidder will submit Performance Bank Guarantee as per NPCI format, within 14 days of receipt of the Notification of Award or Purchase Order.

8.6 Taxes and Duties:

- 8.6.1** 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.
- 8.6.2** 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, will be paid extra.
- 8.6.3** 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 Payment Terms:

- 8.7.1** 70% of the Order value shall be paid on delivery.
- 8.7.2** 20% of the Order value will be paid after installation of hardware and issue of Acceptance (Refer 8.9.1).
- 8.7.3** 10% of the Order value shall be paid after 1 month after Acceptance.
- 8.7.4** Payment shall be within 30 days from the date of receipt of correct Invoice along with Delivery Challan/ Installation / Commissioning / Acceptance Certificate(s) as required, duly signed by NPCI official.

8.8 Price:

- 8.8.1** Price shall remain fixed for the period of 1 year from the date of Purchase Order. There shall be no increase in price for any reason whatsoever. Therefore no request for any escalation of the cost / price shall be entertained. NPCI reserves rights to place repeat order during the price validity.

8.9 Acceptance Procedure:

- 8.9.1** After receipt of all the deliverables 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 devices shall be considered to be accepted by NPCI when the equipment are installed and commissioned. The date on which such certificate is signed shall be deemed to be the date of Acceptance of the devices by NPCI. The warranty period starts accordingly.

8.10 Extension of Purchase Order & Repeat order

NPCI has also the right to place repeat order to the Bidder within a period of one year from the date of the Purchase Order.

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:

8.12.1 The Bidder shall (whether or not it 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 Annexure A hereof.

8.13 Indemnity

The Bidder 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

- 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 warranty 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 Agreement,
- f) breach of confidentiality obligations of the Bidder,
- g) 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 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.

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

- a) Non-compliance of the Bidder with Laws / Governmental Requirements.
- b) Intellectual Property infringement or misappropriation.

- c) Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
- d) Breach of any terms of Agreement, Representation or Warranty.
- e) Act of omission or commission in performance of service.
- f) 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 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,

- a) the Bidder has sole control of the defense and all related settlement negotiations;
- b) NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above; and
- c) 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

The selected Bidder will be liable for all the deliverables.

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.

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.

8.15 Liquidated Damages

Due to negligent act of the Bidder, if NPCI suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be

construed as reasonable estimate of the damages and the Bidder shall agree to pay such liquidated damages as defined hereunder:

The total amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract.

8.16 Fraudulent and Corrupt Practice

- a) “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 Bidders (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.
- b) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- c) 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.

8.17 Force Majeure

Notwithstanding the provisions of the RFQ, 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.

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 contract as far as possible.

8.18 Purchase 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:

- a. Serious discrepancy observed during performance as per the scope of project.
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/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 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 contract and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.

8.19 Termination of Purchase Order

- a. 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 one 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
- b. 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.
- c. 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.

8.20 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 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.

If, NPCI and the Bidder find themselves 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, arbitration/ mediation by a third party and/or adjudication in an agreed national forum.

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

1. In case of Dispute or difference arising between NPCI and the Bidder relating to any matter arising out of or connected with the agreement to be executed later, 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 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;.
 - a) 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

- b) 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.

8.21 Governing Law

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

8.22 Applicable Law

The Contract to be executed between NPCI and successful Bidder shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of NPCI falls.

8.23 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

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

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

Section 9 Documents forms to be put in Envelope 'A'**Annexure-1****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. Certificate to be submitted in Technical bid		Date:	
			Ref#	
5	Details of Commencement of Business		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			
Turnover in Cr.				
14	Year	2009-10	2010-11	2011-12
15	Net worth			
16	Turn Over			
17	PAT			

Annexure 2

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: RFQ No.2013-14/0019 dated 25 /09/2013 for Supply of Vulnerability Assessment Tool

We have enclosed EMD in the form of a Demand Draft No._____ issued by the branch of the _____ Bank, for the sum of Rs.50,000/- (Rupees fifty thousand only). This EMD is as required by clauses 5.5, 5.8 and 5.9 of the Instructions to Bidders of the above referred RFQ.

Thanking you,
Yours faithfully,

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

Annexure 3

Format of Performance Bank Guarantee

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

C-9, 8th Floor, RBI Premises,
Bandra Kurla Complex,
Bandra (East), Mumbai - 400051. Performance Bank Guarantee No:

We have been informed that----- (hereinafter called "the Supplier")
has received the purchase order no. "-----" dated ----- issued
by National Payments Corporation of India (NPCI), for -----
----- (hereinafter called "the Purchase Order").

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

At the request of the Supplier, 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 Rs.----- (in figures)
(Rupees----- (in words)----- only) upon receipt by us of your first demand in
writing on or before ----- (Date) declaring the Supplier to be in default under
the purchase order, 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 Rs. ----- <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 Rs. ----- <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 4

Eligibility Criteria Matrix

Sr. No.	Description	Complied with statements	Proof attached
1.	Registered company under the Companies Act, 1956 since the last 3 years.	YES/NO	Proof should be submitted
2.	The bidder should have minimum annual turnover of Rs. 25 lakhs during the last three financial years (2009-10, 2010-11, and 2011-12) or calendar years 2009, 2010, 2011 or bidder's financial years.	YES/NO	Audited balance sheets & Profit /loss statement to be submitted.
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	Audited balance sheets & Profit /loss statement to be submitted.
4.	The bidder should not be currently blacklisted by any bank/institution in India or abroad.	YES/NO	Bidder should submit clean track declaration separately (Annexure -5) on their company's letterhead.
5.	The bidder should be authorized business and service partner of the OEM.	YES/NO	OEM letter should be submitted.
6.	The bidder should have deployed/configured devices mentioned in the RFQ	YES/NO	Proof should be submitted
7.	The bidder should have atleast 2 live installations with support as on the date submission of the bids	YES/NO	Proof should be submitted

Annexure 5

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

To

The MD & Chief Executive Officer
National Payments Corporation of India,
C-9, 8th Floor, RBI Premises,
Bandra Kurla Complex,
Bandra (East), Mumbai - 400051.

Sir,

Re: RFQ No. NPCI:RFQ:2013-14/0019 dated 25.09.2013 for Supply of Vulnerability Assessment Tool

I have carefully gone through the Terms and Conditions contained in the above referred RFQ for Supply of Vulnerability Assessment Tool. 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/firm to make this declaration.

Or

I declare the following

No.	Country in which the company is debarred/blacklisted/case is pending	Black listed/debarred by Government / Semi Government organizations/ Institutions	Reason	Since when and for how long

(NOTE: In case the company was blacklisted previously, please provide the details regarding Period for which the company was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Section 10 - To be put in Envelope 'B'**Annexure 6-Technical Compliance Sheet**

High Level Requirements	Compliance Y/N	Remarks/ Details
Make of the Proposed Tool		
Model No. of the Proposed Tool		
Provide a platform for complete Vulnerability Lifecycle Management & Threat Correlation that reduces time for impact assessment of new threats from weeks to a mouse click		
The solution should be available as on-premise only without necessitating the need to be always connected to the internet.		
Support integration with McAfee Endpoint management system		
The solution should be able to scan atleast 1000 IP Addresses and should be scalable upto 2500 IP Addresses.		
Provide threat identification and correlation and automatically rank the risk potential of new threats by correlating events to asset & vulnerability data and provide counter-measure information.		
Provide priority-based auditing & remediation by combining vulnerability, severity, and asset criticality information to quickly identify, rank, and address violations and vulnerabilities on networked systems and devices		
Provide Threat Advisories that are backed by a world-leading research organization		
Provide auditors with proof of “not vulnerable” to threats by generating of conclusive evidence — such as: expected and actual scan results, any systems not scanned, any failed scans		
General Solution Requirements		
The Proposed Solution should provide Countermeasure and threat correlation		
The proposed solution should reduce window of opportunity for hackers to exploit a threat via a three dimensional prioritization process		
The Proposed Solution should provide Agent and Agentless scanning options.		
The Proposed Solution Should provide complete compliance and risk management using Single console and providing complete visibility.		
Provide an agentless, network based scanning solution which can efficiently scan network to identify assets, and then fingerprint them to determine their operating system and any vulnerabilities they may have		
Scan result sent to the database across the corporate network must be encrypted		
The Proposed Solution should provide Network Asset Discovery across entire network as part of the product.		
All scan data must be retained within corporate premises at all times, effectively eliminating the need of taking any VA-data to the cloud for any sort of processing		

Provide a multi-tiered & scalable architecture that supports hierarchical deployment of scanners in branches		
Provide centralized management & reporting across WAN distributed deployments		
Facilitate deployment options that include appliance- and software-based deployment scenarios		
Provide broad & deep content coverage to perform authenticated and unauthenticated checks		
Automatically update the check library with 24/7 coverage, backed by globally leading Security & Threat research		
Support risk-based scoring metrics		
Facilitate asset management with multiple IPs per asset		
Support asset management based on attributes of IPv6 addresses: Displaying of IPv6 Address, Sorting of Assets based on IPv6 address, Addition of IPv6 address as part of properties, Search using IPv6 Address		
Provide integration with leading Endpoint Security Console, for automated import of endpoint asset-data and –tags		
Support static as well as dynamic tags		
Support grouping of assets and assign identity with tags		
Apply tags in Scan Configuration, Reports, Searches		
Allow user to save selected checks as a vulnerability set and re-use the same set in other scan configurations and reports		
Provide predefined vulnerability sets based on popular compliance standards		
Support secure storage of credentials for systems, for use in authenticated scanning, using credentials to authenticate itself to a Windows, UNIX, or any given infrastructure host such as network devices, etc		
Uses a customizable rule-based system to track individual assets through IP changes and office moves. Rules must track assets with any combination of tracking methods, including IP Address, host names, DNS names, and MAC addresses.		
The Proposed Solution should provide three-dimensional approach to accurate remediation prioritization with asset criticality including Vulnerability severity and existing countermeasure deployed on those assets.		
Provide pre-built scan templates that cover OWASP, PCI, CWE		
Allow for the creation of many parallel scans with each having its own unique schedules and settings to map correctly to an organizations security policy and requirements		
General Scan Capabilities		
Provide agent-less scanning by choosing from a library of thousands of checks with broad OS coverage		
A typical scan must have minimal impact on the network, generally not exceeding 150 Kbps of traffic on the network		
Allow tuning of scans performance to tailor the amount of bandwidth consumed on the target network		

Facilitate automatic asset discovery includes that can leverage at least a dozen of different techniques		
Facilitate asset discovery, capable of distinguishing at least over 400 different operating systems		
The Vulnerability description contains the following details: Name, Risk Level, Intrusive (yes/no), Description, Observation, Recommendation, CVE Number, SANS/FBI Top 20 reference (if applicable), IAVA Reference (if applicable)		
Support asset-based and tag-based scan assignments		
Facilitate credentialed and non-credentialed scanning		
Provide SCAP support with predefined up-to-date policy templates		
Provide detailed scan progress information		
Support writing of custom scripts & checks to test proprietary and legacy systems		
Provide out-of-the-box templates for the most popular compliance templates and standards		
Provide vulnerability coverage, scanning accuracy, and malware protection		
Priority scanning can be performed by allowing important scans to run at full speed while throttling other scans to run at ½ or ¼ speeds		
Facilitate creation of custom checks to scan for unique vulnerabilities or corporate compliance mandates		
Perform targeted scans (i.e. checks for a specific set of vulnerabilities)		
Comply with templates created or endorsed by 3rd-party and key technologies; The VM meets each of the key technologies: XCCDF, OVAL, CVSS, CVE, CPE, CCE		
Support download templates directly from NIST (http://nvd.nist.gov/ncp.cfm?scap) for inclusion in compliance audits		
Allow scan exclusions to be specified, preventing critical systems from being scanned		
Provide OS- and service-level scanning for web servers with a number of vulnerability scripts designed to detect vulnerabilities in web server applications like Microsoft Internet Information Server & Apache		
Credential Scanning		
Perform credential-based scanning on IPv6 targets		
Specify the scope of credentials by using IP address, DNS name, NETBIOS name, or as Default Credential		
Attempted credentials based on the priority of the IP Address		
Perform a WHAM, Shell, Baseline and other template scanning through credentials		
IPv6 Scanning		
Discover IPv6 targets using 'Neighbor discovery' and 'ICMPv6'		
Discover IPv6 targets by: DNS name, IP Address (Individual IP, Range, CIDR format), NETBIOS name, Import of IPv6 targets through text file		
Support the following IPv6 formats: Long format, 2000:0000:fce8:abcd:0000:0000:0000:0084), Short format (::1, 2000::41), Mapped Format (2000:0000:fce8:abcd:0000:0000:0.0.0.132), Literal Format 2000--41.ipv6-literal.net		

Scanning of Wireless Infrastructure		
Detect both corporate wireless and rogue devices.		
Provide several interrogation techniques to analyze wireless clients, access points, bridges, and routers from the “wired side”		
These methods must include a combination of public and private exposures to identify not only the wireless device and the wireless clients but also the vulnerabilities associated with both in the following areas: SNMP request analysis, HTTP request analysis, FTP sequence transmission analysis, Encrypted stream replay analysis, Wireless access point identification, Wireless client identification, Wireless access point vulnerabilities (buffer overflow, weak encryption, no authentication), Management interface vulnerabilities (Default password, information disclosure), Use of WEP or SSL encryption		
Management		
Role-based access that segregates global configuration from daily scan activities		
Integrate with existing authentication methods including LDAP, Active Directory, and SecureID/RADIUS, and not rely on ICMP pings		
Administrative Groups & privileged access that allows segregation of asset groups & scan activities		
Provide detailed audit trail of user access & actions		
Web based management console that support following browsers: Internet Explorer 8.0 & 9.0, Firefox 3.6 & 4.0		
Vulnerabilities, Most Prevalent Operating Systems, Vulnerability Count by Severity, Vulnerability Percentage by Severity, Trend Graphs		
Provide dashboards with drill down capability		
Provide Executive dashboards that includes security score-trending to track the organization’s progress over time.		
Allow executives to review summary measurements of their organization’s overall security health, as well as short- and long-term trend analysis		
Allow for risk-benchmarking of business units and regions		
Cater for flexible reporting that categorizes data by asset or network		
Produce detailed reports that rank vulnerabilities by risk		
Produce an asset-centric report, i.e. according to how business units are organized, rather than scan-centric or network-centric reports		
Support the use of filters to select and organize results in your reports		
Facilitate report generation for scans even while still running		
The dashboards and reports generated by Vulnerability Manager must provide links to detailed descriptions of found vulnerabilities. Each vulnerability is correlated with standard references such as CVE, SANS, and IAVA		
The detailed vulnerability description must include recommended steps for remediation and where possible, all recommendations are sourced from the manufactures online knowledgebase and a link is provided to the appropriate article		
This information must support modification within the local database to provide customized remediation actions or recommendations		

Provide dedicated reporting capability for comprehensive compliance reporting		
Generate a scan Based Report for IPv6 targets		
Generate custom reports for IPv6 targets		
Support use of an IPv6 address as a filter in custom reports		
Custom reports can generate the same sections of a standard Vulnerability Manager report. They can be scheduled to occur at the convenience of the administrator and mailed to specific end users. The custom report template provides the following easily configured parameters using a Wizard style setup		
Reports can include VA-data from multiple scans		
Provide advanced reporting options to allow categorizing of data by platform, business unit, geography, or IP range to deliver insight into policy violations, vulnerabilities, remediation actions, and changing risk profiles.		
Advanced Features		
The VM must have any integration points with threat feeds, allowing vulnerabilities to be correlated against real-time threat information to tell the client the most likely exploitable targets of a new vulnerability without the need to perform additional scans. Correlated results must be shown based on OS, Port, Service Banner, or the Vulnerability itself		
Integrate with Policy Baselining or behave as Agent Based Assessment		
Allow modification of scoring metrics by administrators to meet specific business requirements		
Provide a built-in workflow engine that assigns & tracks remediation tickets to relevant scan admins		
The VM can show an audit trail for tickets		
Integrate with leading Endpoint Security Management Console, for automated import of endpoint asset data, and for reporting back with of vulnerability findings		
Facilitate secure access to the MS SQL backend database that allow data mining		
Certify to EAL Common Criteria and validate to FIPS-140-2 encryption		
Software Specifications		
Provide broad OS support that covers: Windows 2003 32/64 bit, Windows 2008 R2		
Provide broad Virtualization support that covers: ESX Server 4.0 & 4.1, VMware Workstation 7.0.x		
Provide broad MS SQL support to cover the following: SQL Server 2005 32/64 bit with SP4, SQL Server 2008 32/64 bit with SP2, SQL Server 2008 R2 32/64 bit, SQL Server 2008 R2 Express 64 bit		

Note: Attach proof wherever required in support of compliance.

Section 11 To be put in Envelope 'C'**Annexure 7-Price Format**

SR NO.	DESCRIPTION	QTY	Unit Price (1)	Tax %	Tax Amount (2)	Total (1+2)
			(Rs.)		(Rs.)	(Rs.)
A	Mumbai Location					
1	VAPT Tool with 5 year warranty for 1000 IP addresses	1				
COMPANY'S NAME OFFER REF. AND DATE SIGNATURE DESIGNATION						

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure 8

Commercial Bid Form

(To be included in Commercial Bid Envelope)

To

Date:

The MD & Chief Executive Officer
National Payments Corporation of India,
C-9, 8th Floor, RBI Premises,
Bandra Kurla Complex,
Bandra (East), Mumbai - 400051.

Dear Sirs,

Re: Supply of Vulnerability Assessment Tool.

Having examined the Bidding Documents placed along with RFQ, we, the undersigned, offer to provide the required support 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 RFQ. 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 A

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)

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 circumstance 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**

Successful Bidder Name

By:

By:

Name:

Name:

Designation:

Designation: