

Request for proposal for procurement of identity and access management solution

RFP Reference No: NPCI/RFP/2023-24/IT/09 dated 22nd Nov 2023

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This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the Bidders/ 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.

Checklist

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

- 1. Online transfer of Rs 17,700/- (Rs. Seventeen thousand seven hundred only inclusive of GST@18%) towards cost of Bid document in Envelope/Folder/Folder 'A'
- 2. Online transfer / Bank Guarantee of Rs. 5,00,000/- (Rupees Five lakhs only) towards Bid Security in Folder 'A'- Earnest Money Deposit (EMD)

Remittance proof in favor of "National Payments Corporation of India" payable at Mumbai amounting to Rs. 17,700/- (Rs. 15,000/- plus GST @18 %) towards bid purchase cost and Rs. 5,00,000/- towards Bid Security.

The electronic / wire transfer can be done to designated NPCI bank account as detailed below: Account Name: National Payments Corporation of India Bank Name: ICICI Bank Account No: 039305002962 IFSC Code: ICIC0000393 While transferring hid part and END from their Park eccentry to NPCI bank eccentry the hidde

While transferring <u>bid cost</u> and <u>EMD</u> from their Bank account to NPCI bank account, the bidder shall clearly mention the <u>RFP number</u> and <u>RFP description in the transfer details</u>, failing which the bid is liable to be rejected.

The bidders shall pay the Bid Cost & EMD through the above-mentioned mode and the remittance proof shall be submitted to NPCI for the same. While transferring <u>bid cost</u> and <u>EMD</u> from their Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP description</u> in the transfer details, failing which the bid is liable to be rejected.

The bidder shall provide the <u>evidence of the transfer</u> / <u>remittance proof</u> of <u>bid cost</u> and <u>EMD</u> <u>vide</u> <u>a separate mail</u> to the the NPCI officials mentioned in **Section 1.**

- 3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
- 4. Folder 'A'- Eligibility Criteria Response
- 5. Folder 'B'- Technical Response
- 6. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Folder 'A'.
- 7. Prices are quoted in Indian Rupees (INR).
- 8. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelope/Folder/Folders.
- 9. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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Abbreviations and Acronyms

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

- BG Bank Guarantee
- DC Data Centre
- EMD Earnest Money Deposit
- IPR Intellectual Property Rights
- LAN Local Area Network
- NPCI National Payments Corporation of India
- OEM Original Equipment Manufacturer
- RFP Request for Proposal
- PBG Performance Bank Guarantee
- SAN Storage Area Network
- SLA Service Level Agreement
- WAN Wide Area Network
- SI System Integrator
- OEM Original Equipment Manufacturer

Sr. No.	Description	
	·	Request for proposal for procurement of identity
1	Name of Project	and access management (IDAM) solution
2	Tender Reference Number	NPCI/RFP/2023-24/IT/09
3	Date of release of RFP	22 nd Nov 2023
4	Last date of receiving pre-bid clarifications in writing from bidders	27 th Nov 2023
5	Date and Time for Pre-bid Meeting	Not applicable
6	Last date and time for Bid Submission	5 th December 2023 5.30 pm
7	Address of Bid Submission	Electronic bid response submission is acceptable to the following email address: Envelope/Folder A (Eligibility) & Envelope/Folder B (Technical): benny.joseph@npci.org.in mazahir.poonawala@npci.org.in Envelope/Folder C: Commercial bid should be password protected. The password to Commercial bid needs to be shared only upon notification of technical qualification.
8	Date and Time of Eligibility and Technical bid opening (Folder A and Folder B)	5 th December 2023 6.30 pm
9	Date and Time of Commercial Bid Opening	Commercial Bid to be submitted in the Password Protected PDF Document along with Technically Bids. The password to be shared only after request from NPCI's designated authority. NPCI reserves the right to discover the lowest price through Reverse auction OR Price discussion mechanism or both if opted by NPCI. NPCI will inform the method of price negotiation to technically qualified bidders.
10	Name and Address for communication	Deputy Chief Strategic IT Procurement National Payments Corporation of India, Unit no. 202, 2nd floor, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai 400063
11	Bid Related Queries	 Sandeep Tiwari - Contact: +91 9999983500 Email id: sandeep.tiwari@npci.org.in Mazahir Poonawala Contact: +91 9152085749 Email id: mazahir.poonawala@npci.org.in Prashant Patil Contact: +91 8433970529 Email id: prashant.patil@npci.org.in Benny Joseph Contact: +91 02240508500 Email id: benny.joseph@npci.org.in
12	Bid cost	Rs. 17,700/- (Rs. 15,000/- plus GST @18 %)
13	Bid Security	Rs. 5,00,000/- (Rupees Five lakhs only)

Section 1 - Bid Schedule and Address

• The bidder shall provide the evidence of the transfer / remittance proof of <u>bid cost</u> and <u>EMD vide</u> <u>a separate mail</u> to the NPCI officials mentioned and shall provide the same in **Envelope A** as well.

Section 2 - Introduction

2.1 About NPCI

NPCI is a Company registered under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of The Companies Act, 2013) with its Registered Office in Mumbai, India. NPCI was promoted by 10 (Ten) banks in India under the aegis of the Indian Bank's Association with majority shareholding by Public Sector Banks. Presently, 54 (Fifty-Four) banks are shareholders of NPCI. Out of which 17 (Seventeen) are Public Sector Banks (PSB), 17 (Seventeen) Private Sector Banks, 3 (Three) Foreign Banks, 10 (Ten) Multi State Cooperative Banks and 7 (Seven) Regional Rural Banks.

The vision, mission and values of NPCI are Vision - To be the best payments network globally, Mission - Touching every Indian with one or other payment services and to make our mission possible, we live and work by six core values: Passion for Excellence, Collaboration, Customer Centricity, Agility, Security and Innovation.

NPCI, during its journey, has made a significant impact on the retail payment systems in the country. Dedicated to the nation by our former President, Shri Pranab Mukherjee, endorsed by the Hon'ble Prime Minister, Shri Narendra Modi and later made the card of choice for the ambitious Pradhan Mantri Jan Dhan Yojana, RuPay is now a known name. RuPay is an indigenously developed Payment System - designed to meet the expectation and needs of the Indian consumer, banks and merchant eco-system. The alliances with international network partners (Discover Financial Services, Japan Credit Bureau and China Union Pay) provides valuable access to global acceptance footprint and offer world class payment solutions to RuPay cardholders.

NPCI aim is to transform India into a 'less-cash' society by touching every Indian with one or other payment services. With each passing year we are moving towards our vision to be the best payments network globally.

2.2 Objective of this RFP

The objective of this RFP is to procure and deploy a suitable identity and access management (IDAM) solution at NPCI which includes features like complete user lifecycle management, Access certification and request, Audit and governance modules which will help our enterprise to have a unified engine on a single dashboard that will provide a complete view of all access rights of all employees on all the platform i.e. application for better IT oversight.

2.3 Cost of the RFP

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

The bidders shall pay the Bid Cost through the above-mentioned mode and the remittance proof shall be submitted to NPCI for the same. While transferring <u>bid cost</u> from their Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP description in the transfer details</u>, failing which the bid is liable to be rejected.

The bidder shall provide the evidence of the transfer / remittance proof of the bid cost <u>vide a</u> <u>separate mail</u> to the NPCI officials mentioned in Section 1.

2.4 Due diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement

of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the decision of NPCI on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1. Any query received after the last date for submission of pre-bid queries as given in Section-1 will not be considered.

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 in paper or electronic media without prior written permission from NPCI.

Section 3 - Scope of Work

3.1 Scope of work:

Scope of this RFP is to select a bidder for the purpose of supply, designing, sizing, implementing, integrating with all the available and upcoming applications and infrastructure and maintaining the Identity & Access Management (IDAM) Solution for the period of 3 years as per the terms of this RFP. NPCI intends to procure an Enterprise wide, integrated Identity & access management solution, which is comprised of the systems and processes that allow Infosec Team to assign a single digital identity to each entity, authenticate them when they log in, authorize them to access specified resources, and monitor and manage those identities throughout their lifecycle.

Based on the contents of the RFP, the Bidder shall be required to propose a IDAM solution, which is suitable for NPCI, after taking into consideration the effort estimated for implementation of the same and the resource and the equipment requirements. NPCI expressly stipulates that Bidder's selection under this RFP is on the express understanding that this RFP contains only the broad provisions for the entire assignment and that the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available all such resources as may be required for the successful completion of the entire assignment at no additional cost to the NPCI notwithstanding what is stated here and what is not stated.

The bidder shall coordinate with on-site management teams for integration with existing applications / solutions. IDAM solution should also facilitate access to underlying infrastructure components such as application servers, databases, big data stores, middleware & messaging components, web servers, web services, ERP packages, virtual systems and cloud resources. The IDAM solution should facilitate one digital identity per individual or item. Once that digital identity has been established, it must be maintained, modified and monitored throughout each user's or device's access lifecycle.

The broad scope of work includes (but is not limited to) the following:

- 1. The bidder should install and integrate with all the existing application (60) and new applications (20).
- 2. The bidder shall propose, implement & support an Identity & Access Management (IDAM) Solution that complies with specifications mentioned in the Annexure Technical Specifications.
- 3. The Bidder has to provide solution, perform implementation and testing for all the proposed modules after installation and take approval from internal stakeholders on satisfactory functioning of the solution as per RFP.
- 4. Bidders should provide application support from the OEM as per RFP terms and maintain the solution from the date of Acceptance till the term of contract.
- 5. Solution should be deployed in the NPCI's DC & DR Site each in High Availability (Active-Active or Active-Passive) with no manual intervention required for site switch over.
- 6. Solution proposed should be completely on-premises with hybrid support deployment. The public Cloud based solutions should not be proposed under this RFP and if proposed, will not be considered.
- 7. All components of the solution offered should run on NPCI's servers, at NPCI's premises. In future, the solution/applications may be shifted to cloud infrastructure. The solution offered

by the bidder should be able to handle this scenario. Bidder should support such migration activity during contract term.

- 8. The solution should include deployment of Directory Service, User Life Cycle Management functionality, Single Sign On (SSO), Identity governance module, Access certification and request with different back-end systems and should be integrated with our MFA solution.
- 9. The solution provider should provide a detailed Plan of Action (PoA) for implementing the solution. It should include the approach, risk, benefits. Post approval of PoA, solution provider should work with NPCI's internal Information security team, application team and the other stakeholders to complete the integration with other tools and devices.
- 10. The bidder should provide updates, upgrades version of software, new vulnerability updates as and when released within the term of contract.
- 11. All critical/major vulnerabilities known till the time of implementation of the IDAM tool should be remediated for the deployed solution.
- 12. The solution should have the capability to on-board & integrate the users of NPCI & it's subsidiaries.
- 13. The bidder shall assign project manager and associated support personnel to be positioned at NPCI site for complete project deployment in order to ensure smooth completion of this project within the agreed timelines.
- 14. Post implementation of the solution, the bidder shall perform the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates/patches:(a) Firmware Upgrades
 - (b) Software System monitoring,
 - (c) Troubleshooting & Performance Tuning,
 - (d) Operating System Upgrades,
 - (e) Upgrades of supplied software,
 - (f) Advisories on software upgrades & vulnerabilities,
 - (g) Support during DR Drills,
 - (h) OS Administration & patching as per OEM guidelines (In case of Software image supplied by OEM/Bidder.
 - (i) Any support required to make systems & software up and running.

Note - The list mentioned above is the indicative list, however the successful bidder shall provide end-to-end support, repair and upkeep related any activities and resolution of any issues related to solution deployment without any extra cost to the NPCI.

- 15. The updates/ patches (critical / non-critical) and security bug fixes/ patches as and when released by OEM or required upon any advisories from statutory/ regulatory bodies or required for any bug fixes in the solution, for the proposed solution/ servers/OS, to be tested first in non-production (UAT) environment, and thereafter deployed, installed and configured by bidder's team at NPCI's site, as per NPCI's requirement during the contract period without any additional cost to NPCI.
- 16. The services / solution offered should not have any significant adverse impact on the existing infrastructure/ business of the NPCI neither during installation nor during operations. There should be no service disruption as part of implementation or any upgrades. Any such incident may attract penalties as per SLA.
- 17. Bidder / OEM should perform an annual health check-up of the deployment to ensure effective usage and basis on the observation, should take necessary corrective action.

Non-Functional Requirements

Backup and Archiving

- 1. There shall be a provision for taking backups and archive the replica of the systems' database and the application as well. There should be a provision of adequate Business Continuity Management (BCM).
- 2. The methodology for the backing up of data and its archival may be indicated and provided by the bidder.
- 3. The methodology or strategy used should be in alignment with NPCI's Backup and Archival strategy. NPCI will share the Backup, archival and restoration policy with the successful bidder. It is standard process which aims for zero data loss during failure.
- 4. The Application should have a capability for easy retrieval and restore of the backed-up data (both application and the database) with least amount of manual intervention with no data Loss events.
- 5. Backup and restoration should be on premise. Backup procedure for Application and Database server of the proposed solution is required and to be demonstrated.
- 6. Data retention period will be shared with the successful bidder only.
- 7. Backup & restore process should be smooth in case of both site failure & bidder should able to support for complete restoration, configuration & Integration with different application.

Security Requirements

- 1. Solution should provide security in compliance with NPCI security requirements to protect the confidentiality, integrity, and availability of the information systems.
- 2. The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems.
- 3. Bidder shall not copy any data obtained while performing services under this RFP to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by NPCI.

Guidelines for Maintenance and Support

- 1. Bidder should follow NPCI policy on Change, Patch & Incident management process.
- 2. NPCI will conduct security assessment which will consist of VAPT and Risk Assessment of IDAM tool before production implementation. All the vulnerabilities identified in VAPT and risk / observations identified in risk assessment will be fixed by bidder/OEM prior to go-live without any additional cost to NPCI.
- 3. All exceptions to be documented and signed off by appropriate NPCI authority.
- 4. Configuration items such as computers and other devices, software contracts and licenses, third party tools and business services which are related to the application should be disclosed.
- 5. Additional guidelines would be provided based on the support scenario that's decided between bidder and NPCI.
- 6. The cost of each of the line items (for each of the solution) as mentioned in the RFP has to be mentioned at appropriate place in the respective formats. The detail specification/datasheet of each line item/solution should be submitted as part of Bill of Materials (BOM) and will be

construed as an integral part of a solution suite. NPCI shall not make any additional payment other than line items mentioned in the price bid format. (non-functional requirements)

- 7. Bidder shall provide requirement explicitly for VM and Storage infrastructure for implementation of each solution as part of its bill of material(BOM). The change in requirement at later stage may affect the project and its timelines. The bidder shall own the responsibility for any such delay.
- 8. The bidder shall submit price bid as per given price schedule only. Any extra components (hardware or software) / item if required should be included in the cost of given line items only. The same should be clearly mentioned in the Bill of Materials submitted along with the bid. If any item, components (hardware or software) required for implementation and not mentioned in BOM, such items should be provided by the bidder without any extra cost to the NPCI.

Onsite Manpower Required (In total for all solutions):

- 1. Dedicated person to be assigned for complete product deployment on site or remote 24*7 *365.
- 2. In addition of above, TAM from OEM should be available to support deployed resource at NPCI till successful implementation of solution.

In case of exigency, support arrangement should be available during off-hours as a part of the crisis / incident management process and other planned activities.

Deployment

- 1. The Bidder's resources shall be required onsite during the deployment phase as described in Onsite Manpower Requirement table.
- 2. The bidder shall do the Configuration of IDAM Tool (Software/virtual/ appliance) and integrate the solution with all the available application and test IDAM functions for all the integrated applications.
- 3. The test case are to be submitted by the bidder and sign off needs to be obtained on the submitted test cases before initiating UAT.
- 4. Taking signoff from NPCI internal stakeholders post completion of UAT installation of IDAM solution.
- 5. Taking signoff from NPCI internal stakeholders post completion of Live installation of IDAM solution.

Preparation of System Requirement Specification Document

- 1. The Bidder is expected to create System Requirement Specification (SRS) Document under the scope of the Identity & Access Management Solution implementation including all proposed interfaces and customizations involved. The system specification document shall be signed off by the NPCI on acceptance of the same.
- 2. The Bidder is expected to prepare the System Requirement Specification Document containing the following details but not limited to:
 - a) Overview of the Process with System/Application FAQs.
 - b) Security features.
 - c) User manual & Run Book.
 - d) Version description document
 - e) Application upgradation and patches management document
 - f) Architecture & design document including Traffic flow document between the devices.

- g) Project Plan with milestones, resourcing and deliverables
- h) Testing cases and test results documented before and after implementation.
- l) Standard Operating Procedures
- n) Bidder support details and escalation matrix
- o) OEM support details and escalation matrix
- q) IT Security and Backup Architecture and parameterization with relevant details
- s) User Manual and online tutorial
- t) Performance Measurement Matrix.
- u) User onboarding and offboarding process.
- v) Automatic user recertification process(for audit purpose).
- w) List of report which can be extracted from the solution (Customized Reports).

Training

- 1. The bidder is expected to define the approach that will be taken to train the resources on the technical aspects of the solution. The quality of the Bidder's approach to training shall form an integral part of the final evaluation and selection of the Bidder.
- 2. The Bidders shall provide professional training by OEM or its Certified Training partner to the identified team (minimum 5 in number) on the solution(s) (for minimum 3 days) for features / service architecture, and functionality during and after implementation. The related certification should also be awarded to the trainees.
- 3. The bidder should include all kind of trainings and other documentations preparation efforts in the given line items of the RFP only.
- 4. Training completion documents should be submitted along with signoff report of the document.
- 5. The Bidder should prepare the end-user manuals, FAQs and admin manuals.

Implementation

The implementation phase shall be deemed as completed in all respects only after:

- All applications (including upcoming) and services should be integrated as per the intent of this RFP.
- All functionalities mentioned in this RFP should be implemented.
- All the related trainings should be completed.
- VAPT and Risk assessment exercise shall be conducted by the NPCI, it shall be the bidder's responsibility to rectify the risk /observations unearthed during the VAPT and risk assessment at no additional cost to the NPCI during the contract period.

Go Live

- 1. Before the final Go-Live the Bidder has to complete the development/ customization of the application as per the Technical Specifications agreed with the NPCI.
- 2. The Go-Live is an end-to-end responsibility of the Bidder who will manage total planning, hand holding support as per the scope of work.
- 3. Bidder should provide 180 Days of hand holding support post Go-Live.
- 4. On satisfactory performance of application post 180 days from Go-Live, NPCI will issue Completion Certificate.
- 5. All documents submitted by the Bidder must be in the format specified by NPCI. NPCI reserves the right to ask for re-work on the submitted document(s) in the delivery of Project, the Bidder is required to do the said re-work without any added cost to NPCI.

- 6. All deliverable milestones will be considered as completed only when they are explicitly accepted by NPCI.
- 7. In case of the Go-Live delays by the Bidder penalty will be imposed as specified in section 8.1.2

Acceptance: A one-month test period will be used by NPCI to evaluate the selected Identity & Access Management (IDAM) Solution. After the selected solution has been successfully tested and implemented, NPCI and the bidder shall agree on the start date of the Go-LIVE.

Technical specifications as per Annexure J

3.2 Single Point of Contact

The selected Bidder shall appoint a single point of contact, with whom NPCI will deal with, for any activity pertaining to the requirements of this RFP.

Section 4 - Eligibility Criteria

4.1 Eligibility Criteria

The Eligibility Criteria are furnished below:

A] Start-ups:

Sr.	Eligibility Criteria
No	
1	The bidder should be incorporated or registered in India under Companies Act/Partnership
	Act / Indian Trust Act (Annual filling with ROC) and should have the Certificate issued by
	Department for Promotion of Industry and Internal Trade (DPIIT) or in the process of applying
	the same and shall be submitted before a formal engagement with NPCI.
2	The bidder's annual turnover should be less than Rs. 100 crores as per audited financial
	statements in each of the financial years from the date of registration/ incorporation subject
	to compliance to Sr. No. 3
3	The date of incorporation of the bidder should be anywhere between 1 to 10 financial years.
4	There shall be no continuing statutory default as on date of submitting the response to the
	tender. Necessary self- declaration along with extract of auditors' report.
5	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or
	institution in India or abroad.
6	The bidder should be authorized to quote and support for OEM products and services. The
	bidder shall not get associated with the distribution channel once in any other capacity once
	he is eligible for price discussion.
7	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid
	document or has paid or submitted along with the bid submission in case the bid document
	is downloaded from the NPCI website.
8	The Bidder has paid or submitted along with the bid submission required EMD as mentioned
Ŭ	in the RFP.
9	The OEM can authorize multiple bidders to participate on the OEMs behalf, however, in such
	a case, the OEM will not be allowed to participate on itself. The bidder is authorized to
	participate on behalf of only a single OEMs product.
	participate of behavior of only a single of the product.

B] Other than start-ups:

Sr.	Eligibility Criteria	MSME	Other than MSME
No			
1	Registration and incorporation	The bidder is a Company/ LLP registered in India under the Companies Act or Partnership under Partnership Act at least since last 3 years . a. In case the bidder is the result of a merger or acquisition, at least one of the merging companies should have been in operation for at least 2 years as on date of submission of the bid. b. In case the bidder is the result of a demerger or hiving off, at least one of the demerged company or resulting company should have been in operation for at least 2 years as on the	The bidder is a Company/ LLP registered in India under the Companies Act or Partnership under Partnership Act at least since last 5 years. a. In case the bidder is the result of a merger or acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of submission of the bid. b. In case the bidder is the result of a demerger or hiving off, at least one of the demerged company or resulting company should have been in operation
		for at least 2 years as on the date of submission of bid.	should have been in operati

			for at least 5 years as on the date of submission of bid.
2	Turnover & profitability	The bidder should have reported minimum annual turnover of Rs.6 crores and should have reported profits (profit after tax) as per audited financial statements in at least <u>2 out of last 3</u> financial years (FY 2019-20, 2020-21, 2021-22).	The bidder should have reported minimum annual turnover of Rs. 15 crores in <u>each</u> of the last 3 financial years and should have reported profits (profit after tax) as per audited financial statements in each of the last 3 financial years (FY 2019-20, 2020-21, 2021-22).
		In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered.	In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered.
		In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.	In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
3	Governance - Statutory obligations	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self- declaration along with extract of auditors' report.	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self- declaration along with extract of auditors' report.
4	Blacklisting	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad
5	Manufacturer authorization (MAF)	The bidder should be authorized to quote and support for OEM products and services. The bidder shall not get associated with the distribution channel once in any other capacity once	The bidder should be authorized to quote and support for OEM products and services. The bidder shall not get associated with the distribution channel once in any other capacity once

		he is eligible for price he is eligible for price
		discussion. discussion.
6	Bid cost	The bidder has paid the bid cost The bidder has paid the bid cost
		as given in the RFP at the time as given in the RFP at the time
		of purchasing the bid document of purchasing the bid document
		or has paid or submitted along or has paid or submitted along
		with the bid submission. with the bid submission.
7	Bid earnest money (EMD)	The Bidder has paid or The Bidder has paid or
		submitted along with the bid submitted along with the bid
		submission required EMD as submission required EMD as
		mentioned in the RFP. mentioned in the RFP.
8	Bid participation	The OEM can authorize multiple The OEM can authorize multiple
		bidders to participate on the bidders to participate on the
		OEMs behalf, however, in such a OEMs behalf, however, in such a
		case, the OEM will not be case, the OEM will not be
		allowed to participate on itself. allowed to participate on itself.
		The bidder is authorized to The bidder is authorized to
		participate on behalf of only a participate on behalf of only a
		single OEMs product. single OEMs product.

Section 5 - Instruction to Bidders

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

5.2 Cost of Bidding

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

5.3 Content of Bidding Document

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

5.4 Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the bidding Documents may notify NPCI in writing through email any time prior to the deadline for receiving such queries as mentioned in Section 1. The subject of the email while sending pre-queries should be <u>titled</u> "Pre-bid queries - RFP for procurement of identity and access management (IDAM) solution - NPCI/RFP/2023-24/IT/09 dated 22.11.2023"

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

Bidders should submit the queries only in the format given below, in an excel sheet:

Replies to all the clarifications, modifications will be received will be uploaded on NPCI website. Any modification to the bidding documents which may become necessary shall be made by NPCI by issuing an Addendum.

5.5 Amendment of Bidding Documents

- 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.
- 2. Amendments will be provided in the form of Addenda to the bidding documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
- 3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its sole and absolute discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NPCI's website.
- 4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

5.6 Earnest Money Deposit (EMD)

The Bidder is required to deposit Rs. 5,00,000/- (Rupees Five lakhs only) in the form of electronic fund transfer/Bank Guarantee in favor of "National Payments Corporation of India" payable at

Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format provided in <u>Annexure A2</u>. No interest will be paid on the EMD. While transferring <u>EMD amount</u> from the bidder's Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP description in the transfer details</u>, failing which the bid is liable to be rejected.

The electronic / wire transfer can be done to designated NPCI bank account as detailed below: Account Name: National Payments Corporation of India Bank Name: ICICI Bank Account No: 039305002962 IFSC Code: ICIC0000393 While transferring bid cost and EMD from their Bank account to NPCI bank account, the bidder shall clearly mention the RFP number and RFP description in the transfer details, failing which the bid is liable to be rejected.

The bidders shall pay <u>EMD</u> through the above-mentioned mode and the remittance proof shall be submitted to NPCI for the same. While transferring bid cost and EMD from their Bank account to NPCI bank account, the bidder shall mention the RFP number and RFP description in the transfer details, failing which the bid is liable to be rejected.

The bidder shall provide the evidence of the transfer / remittance proof of EMD vide a <u>separate mail</u> to the NPCI officials mentioned in Section 1.

The bidder shall also submit the evidence of the transfer / remittance proof of <u>EMD with details</u> of the transfer/DD/EMD with consequent dates and bank name <u>in Envelope A while submitting their bid</u>.

5.7 Return of EMD

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee (format as per Annexure A3) as required in this RFP. EMDs furnished by all unsuccessful bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

5.8 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- 1. Bidder withdraws its bid before opening of the bids.
- 2. Bidder withdraws its bid after opening of the bids but before Notification of Award.
- 3. Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- 4. Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- 5. If the selected/successful bidder fails to accept the order within five days from the date of receipt of the order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- 6. Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of acceptance of the Purchase Order. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.9 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 reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.10 Extension of period of validity

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

5.11 Format of Bid

The bidder shall prepare one copy (one PDF copy marked as ORIGINAL) of the Eligibility and Technical Bid only. The commercial bid will be submitted as password protected PDF file.

5.12 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

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

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure G) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

5.13 Envelope/Folder bidding process

The Bid shall be prepared in 3 different folders i.e Folder A, Folder B and Folder C. Each of the 3 folders shall then be sealed and put into an outer Envelope/Folder marked as **"Request for procurement of identity and access management (IDAM) solution"**.

Bids should be submitted through <u>email.</u> Folder A (Eligibility) & Folder B (Technical) and Folder C (Commercial) to the following email ids: <u>benny.joseph@npci.org.in</u> <u>mazahir.poonawala@npci.org.in</u>

5.14 Contents of the 3 Envelope/Folder

Folder A - Eligibility Bid

The following documents as per the sequence listed shall be inserted inside Folder A:

- 1 **Annexure A1** Bidder's Letter for EMD (along with evidence of transfer in the form of RTGS) OR Bid Earnest Money in the form of Bank Guarantee - format provided in **Annexure A2**
- 2 Bid Offer form (without price) Annexure B
- 3 Bidder Information Annexure C
- 4 Declaration of Clean Track Record by Bidder Annexure D
- 5 Declaration of Acceptance of Terms and Conditions Annexure E
- 6 Declaration of Acceptance of Scope of Work Annexure F
- 7 Power of Attorney for signing of bid Annexure G
- 8 Eligibility Criteria Matrix Annexure H

- 9 OEM/Manufacturer Authorization Letter Annexure I
- 10 Audited Balance Sheet and Profit and Loss Statements, Auditors Reports & Notes to accounts for last 3 years
- 11 CA Certificate that the total turnover has never crossed Rs. 100 Cr since incorporation / registration (if more than 3 years) (only in case of Start-ups)
- 12 RFP document duly sealed and signed
- 13 All necessary supporting documents as per Annexures
- 14 RFP document duly sealed and signed by the authorized signatory on each page
- 15 All necessary supporting documents

Envelope/Folder B - Technical Bid

The following documents shall be inserted inside Folder B:

- 1 Section 11 Compliance to Technical Requirements duly completed Annexure J
- 2 Client Details for Annexure K
- 3 Masked Price Bid (Annexure M & N)
- 4 Detailed Bill of Material for Software with line item details, giving quantity and functions -Masked Annexure L

Technical Bid Folder shall not include any financial information. If the Technical Bid contains any financial information the entire bid will be rejected.

Folder C - Commercial Bid (should be password encrypted)

- 1 Commercial Bid Form Annexure M
- 2 Commercial Bid Annexure N
- 3 Detailed Bill of Material Annexure L

5.15 Bid Submission

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

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

5.16 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 the bid document:

- a) Does not bear signature of authorized person.
- b) Is received through Fax.
- c) Is received after expiry of the due date and time stipulated for Bid submission.
- d) Is incomplete / incorrect.
- e) Does not include requisite documents.
- f) Is Conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.
- h) No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

5.19 Deadline for Submission

The last date of submission of bids is given in Section 1. However, the last date of submission may be amended by NPCI and shall be notified vide email or through NPCI's 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 informed through email or 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 any inconsistencies.

5.22 Modifications and Withdrawal of Bids

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

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

5.23 Right to reject, accept/cancel the bid

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

NPCI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. NPCI also reserves the right to re-issue the Tender without the bidders 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 bidder at any time before notification of award.

5.25 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

- Stage 1 -Folder 'A' i.e. <u>Eligibility</u> bid and Folder 'B' i.e. <u>Technical</u> bid will be evaluated. Only those Bidders who have submitted all the required forms comply with the eligibility and technical criteria will be considered for further evaluation.
- Stage 2 -Folder 'C' i.e. Commercial bid of those Bidders who qualify the eligibility and technical criteria will be evaluated. NPCI reserves the right to conduct Reverse Auction (RA) or Price discussion mechanism or both to arrive the exact price and successful bidder.

5.26 Single bid

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI may continue with the RFP process.

5.27 Price discovery method:

Bidder to submit their best price. NPCI reserves right to discover the lowest price through the <u>Reverse</u> <u>Auction</u> and/or may be deliberated through <u>Price Discussion Committee</u> if so opted by NPCI

management. If first Reverse Auction does not result successful, NPCI reserves the right to call technically qualified bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct the 2nd Reverse Auction or otherwise shall be communicated to technically qualified bidders.

5.28 Contacting NPCI

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

Section 6 - Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 stages:

Stage 1 - In the first stage the Eligibility bid i.e. Folder 'A' and Technical Bid i.e. Folder 'B' will be opened.

Stage 2 - Commercial bids i.e. **Folder 'C'** will be opened for technically qualified bidders for finalizing the prices through the Reverse Auction or the Price discussion method if so opted by NPCI management.

6.2 Opening of Eligibility and Technical Bids

NPCI will open eligibility bids (Folder 'A') and technical bid (Folder 'B') on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time.

6.3 Opening of Envelope/Folder C - Commercial Bids

Bidder to submit their best price. Commercial bids will be opened for Reverse Auction <u>or</u> Price discussion (PDC) method with technically qualified bidders if so opted by NPCI management. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website i.e. www.npci.org.in.

Section 7 - Bid Evaluation

7.1 Examination of Eligibility Bids

NPCI will examine the bids to determine whether they are complete; whether the required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether the bids are generally in order. Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation. NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder. If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NPCI's determination of bid responsiveness will be based on the content of the bid itself. NPCI may interact with the Customer references submitted by Bidder, if required.

7.2 Examination of Technical Bids

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

- a. Compliance to Technical Specifications as specified in the RFP.
- b. NPCI reserves the right to call for presentation and discussions on the approach of execution of project 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.
- c. Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.
- d. Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed hardware are to be enclosed.
- e. 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.
- f. NPCI may interact with the Customer references submitted by bidder, if required.
- g. NPCI reserves the right to shortlist bidders based on technical evaluation criteria.
- h. Bidder should re-submit 2 detailed Bill of material, BOM (one with commercial to IT procurement team and another without commercial to user team) within 3 days if there are any shortfall in BOM found during technical presentation.

TECHNICAL SCORING MATRIX		
Sr. No	Description	Score
	Technical Evaluation Part - A	
1	Technical Requirements compliance (40)	50
2	Clarity of requirements specified in RFP (10)	
	RFP Presentation Part - B (Bidder Evaluation Matrix)	
1	Customer BFSI reference in India- Minimum 2 (15)	20
2	Size of the deployment in terms of number of Endpoints and Servers (5)	20
Proposed Solution Part - C		
1	Bidder credentials, Experience, and past performance on similar contracts. (5)	20
2	Comprehensiveness of the documents & Project Management Plan (10)	
3	Clarity & thought of project delivery (5)	
	RFP Presentation Part - D	10

7.3 Technical Scoring Matrix:

1	RFP presentation (5)	
2	Q and A (5)	
	Total Score of Part - A, B, C and D	100

Scoring Matrix: Bidders scoring a minimum of <u>80 % marks</u> would be eligible for the commercial bid opening.

Basis technical presentation if there are any changes in the BOM, bidders are expected to share the updated BOM with commercials to IT procurement and BOM without commercials to business user team within 3 days. NPCI reserves the right to disqualify bidders who do not share the updated/revised BOM within 3 days.

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI may continue with the RFP process.

7.4 Evaluation of Commercial Bids:

NPCI reserves the right to discover the lowest price through the Reverse Auction \underline{OR} Price discussion mechanism or both if so opted by NPCI management. NPCI will inform the method of price negotiation to technically qualified bidders.

If first Reverse Auction does not result successful, NPCI reserves the right to call technical qualified bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or otherwise shall be communicated to technically qualified bidders. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website i.e. <u>www.npci.org.in</u>

7.5 Successful Evaluated bidder:

The bidder with lowest commercial bid as per Clause 7.4 will be declared as the successful bidder.

In case such successful bidder fails to start performing the work required under the Purchase order/Contract, NPCI reserves the right to cancel the Purchase Order/ Contract and de-bar such bidder from participating in future RFPs/ enquiries, if though fit so to do by NPCI. NPCI decision in this respect shall be final and binding on the bidders.

NPCI reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder. In case the 2nd lowest bidder is unable to match the L1 price, NPCI reserves the right to place order with the shortlisted L3 bidder and so on.

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in Clause # 7.5, 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. Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.

8.2 Term of the Order

The term of the Purchase Order ("PO") shall be for a period of three (3) years from the date of execution of this Purchase Order ("Term") during which the price of the Deliverables as specified in clause no. 8.9, shall remain fixed. Subsequent purchase orders, with varying quantities, if any, issued as when requirement arises during the Term, shall be on the same price as indicated in this Purchase Order.

8.3 Acceptance Procedure

- Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

8.4 Performance Bank Guarantee

The successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) as per format mentioned in Annexure 3, equal to 10% of total value of the Purchase order (exclusive of taxes), valid for term of the order, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, NPCI shall be entitled to withhold an amount equal to the value of the PBG from the payments due to the successful bidder. PBG may be invoked in case of violation of any of the Terms and Conditions of this Purchase Order and in case of deficiency of the services provided by successful bidder.

8.5 Taxes and Duties

- All taxes are deductible at source, if any, shall be deducted at as per then prevailing rates at the time of release of payments.
- Prices shall be exclusive of all taxes.
- The bidder shall meet the requirements of applicable Goods & Services Tax (GST).
- If the invoice raised in any financial year is not settled on or before 30th September of the next financial year, the bidder would be liable to provide a fresh invoice or will accept payment without reimbursement of the GST portion related to such invoice.
- All taxes, if any, shall be deducted at source as per the prevailing rate at the time of release of payments. In case the successful bidder is eligible for "No deduction" or "Lower rate for deduction" of applicable tax at source than the rate prescribed by the Income Tax Act then, the successful bidder shall submit the necessary certificate issued be competent Income Tax authority valid for the period pertaining to the payment. The successful bidder shall meet the requirements of the extant GST legislation.
- If NPCI requests, the successful bidder shall confirm to NPCI in writing that the GST amount charged in invoice is declared in its GSTR-1 and GSTR-3B and payment of GST and other requisite taxes in relation to the invoice has been made. NPCI, in its sole discretion, may decide in

consultation with the successful bidder that the invoice will be paid in two batches (i) Base Amount (ii) Tax Amount. NPCI, in its sole discretion, may decide that tax Amount will be paid only after the successful bidder provides sufficient proof that the GST amount charged in invoice is declared in its GSTR-1 and GSTR-3B and payment of requisite taxes has been made.

- The successful bidder agrees to ensure proper discharge of tax liability within statutory time periods with respect to all payments made or to be made to the successful bidder by NPCI. In the event of failure, non-compliance by the successful bidder with the extant GST legislations/Rules and the terms of this clause (including non-compliance that leads to input tax credit not being available to NPCI), NPCI shall be entitled to not release payment and payment shall be kept on hold till such discrepancy is resolved by the successful bidder. Such holding of payments by NPCI shall not be a breach of its obligations under this Purchase Order. In case of any disputes due to non-matching of GST credit, same shall be resolved by the successful bidder within 30 days of intimation by NPCI, failing which NPCI shall not remit the invoice amount.
- NPCI reserves the right to impose penalty of such amount as may be determined by it up to the value of GST amount involved and any corresponding damages as it may feel appropriate resulting from the successful bidder's breach of any condition or Rule/Regulation of the extant GST legislations or any other applicable tax laws/regulations.

8.6 Invoicing Requirements:

- Invoice/debit note/credit note needs to be issued within 30 days from the date of provision of deliverables or completion of Services. Further, the invoices/debit note/credit note must cover all the particulars prescribed under GST Invoice Rules. The successful bidder agrees to comply with invoicing requirements as per GST Invoice Rules and the terms of this clause (including einvoicing requirements) and/or any other requirement as may be notified by the tax authorities from time to time.
- The successful bidder invoices/debit note/credit note should be received by NPCI within 2 weeks from the date of issue of invoice.
- The successful bidder has the obligation to raise invoices/debit note/credit note basis the correct addresses and registration number of the relevant NPCI branch as listed in the Purchase Order

8.7 Timely Provision of Invoices/ Debit Note/ Credit Note:

All necessary invoices and/or adjustment entries to an invoice (Credit Note, Purchase Returns, and Debit Notes) shall be submitted to NPCI by the successful bidder before September of the succeeding financial year.

8.8 Right to audit:

/ home country regulator NPCI and the local reserves the right to conduct audit/inspection/assessment/review of successful bidder to ensure successful bidder's compliance the agreed SLAs, documentation, security controls undertaken in this RFP and subsequent PO. The frequency and scope of audit shall be determined by NPCI/home country regulator in their sole discretion and the same shall be notified to successful bidder prior to undertaking such audits and be conducted on mutually agreed terms. The audit/inspection/assessment/review of the successful bidder as aforesaid may be conducted by NPCI/home country regulator or by an independent and competent third party appointed by the authorities, the details which will be shared with the successful bidder. The scope of the inspection/assessment will include assessing adherence to the agreed upon service level agreement ("SLA") in the RFP and subsequent PO or any other documentation signed between the Parties, implementation of baseline cyber security controls by the successful bidder, to ensure error free operation, successful bidder's compliance to the requirement of any security incident reporting during the performance under the then issued PO, adherence to security protocols, if any, agreed to in the PO. The cost of audit by NPCI will be borne by NPCI and NPCI shall endeavor to give reasonable prior notice to the successful bidder before conducting the inspection/assessment. The assessment / inspection findings and any discrepancies or non-compliances unearthed in the audit shall be required to be addressed and rectified by the successful bidder within the timelines prescribed by NPCI upon mutual discussion with successful bidder.

8.9 Key Deliverables

Supply of software i.e. Any OVF file, Licenses, installation, maintenance, training and post implementation support for the Identity and access management solution with 3 years warranty /support(Software, License for OS core based, license for DB core based with unlimited device/user integration). Bidders to provide the item wise details along with quantity in Bill of materials.

- 1. Implementation of the complete IDAM solution.
- 2. Dedicated Premium Support for 3 years with SLA defined.
- 3. Integration of IDAM solution with all existing and new NPCI applications.
- 4. OEM Technical Training for NPCI officials with minimum of 2 Certifications (Detailed technical training before Project Kick off and post implementation training)
- 5. Post Implementation: OEM is annually required to review the deployment and suggest fine tuning, a minimum 7-10 days per year review & fine-tuning effort of the OEM needs to be factored for implemented solution.

8.10 Delivery schedule

- Delivery, installation, commissioning & integrations of Identity and access management solution with NPCI applications as per scope define should be completed within 16 weeks from the date of receipt of purchase order.
- Delivery of software and licenses should be within 2 weeks.
- Installation and commissioning of IDAM solution should be completed within next 2 weeks.
- integrations of IDAM solution with all NPCI applications should be completed within next 12weeks.
- Installation Certificate for each installation should be signed by NPCI and the bidder.
- Training and certification has to be completed within 16 weeks of time from date of issuance of PO.

8.11 Delivery Address

Hyderabad DC National Payments Corporation of India Survey No.205/1(P) & 205/5 (P), Narsingi Village, Gandipet Mandal, Rangareddy District, Hyderabad - 500075

Chennai Smart DC -National Payments Corporation of India Plot No. 6/D-6, SIPCOT IT Park, Siruseri, Chennai - 603103 Tamil Nadu

8.12 Penalty for default in delivery

If Bidder does not provide the deliverables listed in Clause # "Key Deliverables" as per the delivery schedule agreed under this Purchase Order, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall be entitled to impose a penalty as given below:

• Non-Delivery of above mentioned Deliverables: penalty shall be imposed on Bidder 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% shall be payable by bidder.

- In case the delay exceeds 10 days beyond the stipulated delivery period, NPCI reserves the right to cancel the Purchase Order without prejudice to other remedies available to NPCI under this Purchase Order.
- Without any prejudice to NPCI's other rights under the Purchase Order and any applicable law(s), NPCI may recover the delay penalty amount, if any, accruing to NPCI, from any amount payable to bidder, under the Purchase Order.

8.13 End of Sale

The bidder is required to quote components of the Solution offered of the latest technology, version, make, model, etc. The bidder should not quote any component of the solution that has been declared as End of Sale (EOSL) or would become EOSL during the contract period. Further, if any of the components is declared EOSL during the contract period commencing from the submission of bid, it must be replaced by bidder with another of equivalent or higher configuration at no extra cost to NPCI.

8.14 Warranties

The successful bidder(s) shall provide comprehensive on-site warranty for 3 years for complete solution with back-to-back arrangements with the respective OEM from the date of acceptance of software / application.

The deliverable(s) should not have been declared End of Sale as on the date of submission of the bid and on the date of delivery.

The successful bidder(s) should ensure that the equipment proposed in this RFP, should not be declared as End of Life (EOL) or End of Support (EOS) by the OEM within the 3 years contract period.

If the deliverable(s) is declared End of Life (EOL) or End of Support anytime during the contract period, the successful bidder shall forthwith replace the equipment at no additional cost to NPCI.

Bidder shall also update necessary OS / application patches and should support the software for the period of three years from the date of acceptance of the entire system.

The upgrades, new releases (Minor/major) versions, bug fixes etc. for the system software will be supplied to NPCI at no extra cost, with the necessary documentation during contract period.

Bidder shall implement all software updates, new releases & version upgrades on the supplied components during the warranty period. The bidder should update and maintain all supplied components to correctly reflect actual state of the setup at any point in time during the warranty period.

8.15 Support/AMC

The successful bidder shall provide comprehensive onsite support dedicated to NPCI who will assist in daily implementing the solution.

The successful bidder shall provide a dedicated-on site/remote support engineer post implementation of the solution for BAU activities like Application integration, Automating Employee lifecycle Management.

Bidder shall provide and install patches/ updates/ version upgrades of all software provided under this contract at no extra cost to NPCI for subscription period.

Other details related to support is mentioned in Section 3.1

8.16 Service Level Requirements (SLA)

The SLA specifies the expected levels of service to be provided by Bidder to NPCI. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties.

Payments to Bidder are linked to compliance with the SLA metrics. During the PO term, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. NPCI and Bidder.

Bidder shall monitor and maintain the stated service levels to provide quality service.

Definitions

- "Availability" means the time for which the services and facilities are available for conducting operations on NPCI system including application and associated infrastructure. Availability is defined as (%) = (<u>Operation Hours - Downtime</u>) * 100 (Operation Hours)
- 2. The business hours are 24*7*365 on any calendar day the NPCI is operational.
- 3. All the infrastructure of Data Center, Disaster Recovery site, Offices/Branches will be supported on 24x7basis.
- 4. The "Operation Hours" for a given time frame are calculated after deducting the planned downtime from "Operation Hours". The Operation Hours will be taken on 24x7 basis, for the purpose of meeting the Service Level requirements i.e. availability and performance measurements both.
- 5. "Downtime" is the actual duration for which the system was not able to service NPCI or the Clients of NPCI, due to System or Infrastructure failure of the software as defined by NPCI and agreed by Bidder.
- 6. "Scheduled Maintenance Time" shall mean the time that the System/Software is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of NPCI.
- 7. "Incident" refers to any event / abnormalities in the functioning of any of IT Equipment / Services of the Software that may lead to disruption in normal operations of the Data Centre, System or Application services.

Interpretation & General Instructions

- 1. Typical Resolution time will be applicable if systems are not available to the NPCI's users.
- 2. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. Bidder is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.
- 3. A Service Level violation will occur if bidder fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.
- 4. Quarterly SLAs would be analyzed. However, there would be month-wise SLAs and all SLA targets have to be met on a monthly basis.
- 5. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by Bidder for every quarter in the NPCI suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to NPCI shall contain the summary of all incidents reported and associated performance measurement for that period.

- 6. The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for cutting fees.
- 7. SLA target for system uptime/availability would be considered as 99.9% which will be calculated on Quarterly basis. Unavailability of system will be considered under Severity P1 & penalty for the same will be applicable as defined in clause (Penalty to non-adherence to SLAs).

Severity Levels

Severity Definition during Live operations due to Infrastructure/Functional issues of the proposed solution, the SLA's will be applicable post go-live of Compliance Solution at DC, DR and other NPCI-Offices.

Level	Function/Technologies
	 Such class of errors will include problems, which prevent users from making operational use of solution.
	2. Security Incidents
	3. No work-around or manual process available
	4. Financial impact on NPCI
Severity 1	5. Infrastructure related to providing solution to the NPCI users comprising of but not limited to the following:
	6. Proposed Solution Tools / Application Servers
	7. Proposed Solution Database Servers / Appliance
	8. Proposed Solution servers/appliances
	9. Network components, if any proposed by Bidder
	1. Any incident which is not classified as "Severity 1" for which an acceptable workaround has been provided by Bidder or;
	 Any problem due to which the Severity 2 infrastructure of the proposed solution is not available to the NPCI users or does not perform according to the defined performance and query processing parameters required as per the RFP or;
Severity 2	3. Users face severe functional restrictions in the application irrespective of the cause.
	4. Key business infrastructure, systems and support services comprising of but not limited to the following:
	a The Solution Test & Development and Training Infrastructure and Application
	b Infrastructure for providing access of dashboards, scorecards, etc.

Description: Time taken to resolve the reported problem Severity is defined as:

	1. Any incident which is not classified as "Severity 2" for which an acceptable workaround has been provided by Bidder;
	2. Moderate functional restrictions in the application irrespective of the cause. Has a convenient and readily available workaround.
Severity 3	3. No impact on processing of normal business activities
	4. Equipment/system/Applications issues and has no impact on the normal operations/day-today working.
	5. All other residuary proposed solution Infrastructure not defined in "Severity 1" & "Severity 2".

During the term of the contract, Bidder will maintain the Solution i.e. software and licenses in perfect working order and condition and for this purpose will provide the following repairs and maintenance services.

8.17 Penalty on non-adherence to SLAs

The following resolution Service Level Agreement (SLA) would be applicable during warranty and support are applicable for critical and non-critical incidents. The reported issue would be classified as Critical or Non-Critical by NPCI only.

- a) Penalty for Severity 1 Incidents: Any violation in meeting the above SLA requirements which leads to Severity 1 incident, NPCI shall impose a penalty of INR 10,000/- (Indian Rupees Ten Thousand only) for each hour of delay up to 12 hours, beyond 12 hours penalty would be INR 20,000 for each hour with a max cap of 5% of total PO value.
- b) Penalty for Severity 2: Any violation in meeting the above SLA requirements which leads to Severity 2 incident, NPCI shall impose a penalty of INR 5,000/- (Indian Rupees Five Thousand only) for each hour of delay up to 12 hours, beyond 12 hours penalty would be INR 10,000 for each hour with a max cap of 5% of total PO value.
- c) Penalty for Severity 3: Any violation in meeting the above SLA requirements which leads to Severity 3 incident, NPCI shall impose a penalty of INR 2,000/- (Indian Rupees Two Thousand only) per hour with a max cap of 2% of total PO value.
- d) The penalty amount would be calculated and deducted from the performance bank guarantee during warranty period.
- e) Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.
- f) If a breach occurs even after a proper policy in Identity and access management solution is in place, a penalty of Rs. 10,000/- per event will be deducted or the loss due to the breach whichever is higher. The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to the NPCI such as termination of contract, invoking performance guarantee and recovery of amount paid etc.

8.18 Prices:

Price shall remain fixed for a period of 3 years from the date of Notification of award / 1st Purchase Order. 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.

8.19 Repeat Order:

NPCI reserves the right to place Purchase Orders with the selected bidder(s) for any or all of the goods and/or services included in the Solution at the agreed unit rate for individual categories of purchase order during the term of the order (3 years) from the date of award / 1st Purchase Order.

8.20 Product Upgrades

Notwithstanding what is contained and provided in key deliverables herein RFP, at any time during term of the purchase order / performance of the Contract, should technological advances be introduced by the OEM/ Bidder for information technologies originally offered by the supplier in its bid and still to be delivered, the bidder shall be obliged to offer to NPCI the latest version of the available technologies having equal or better performance or functionality throughout the contract period without any extra cost to NPCI.

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

8.21 Payment Terms:

Software:

• Payment of Software component of Deliverables will be released within 30 days after delivery and successful Software activation along with submission of correct invoice, necessary supporting documents and Software activation report duly signed by NPCI officials.

Installation:

• Payment shall be made within 30 days after installation of the aforementioned Software at NPCI DC & DR site along with submission of correct invoice and installation report signed by NPCI officials.

Support:

- Support charges shall be paid <u>quarterly in arrears</u> after availing support services. Payment will be released within 30 days of receipt of correct invoices along with necessary documents / Certificates duly signed by authorized NPCI official.
- The recurring support charges will be paid quarterly in arrears after submission of necessary invoice and submission of quarterly reports including SLA and after deduction of penalties if any. For the purpose of payment, the end of the quarter will be June, Sept, Dec and March. The quarterly bills for the solution should be submitted to NPCI within 10 days of the last day of the relevant quarter.
- Invoice shall contain all details regarding PAN & registration number for GST. In the event there is any discrepancy in the Invoice and/or any in case of any incorrect invoice sent to NPCI by Bidder; Bidder would be suitably informed by NPCI to send a rectified invoice. The payment to such rectified invoice shall be made within 30 working days from date of receipt of the rectified invoice.

Licenses and Support

• 100 % yearly payment in advance within 30 days after delivery of the deliverables along with submission of original tax invoice and delivery challan duly verified by NPCI officials.

8.22 Migration activities for change of location:

In case NPCI wishes to shift the Deliverables from one place to another anywhere in the country, adequate support will be made available by Bidder by arranging field engineer for the purpose of dismantling of Deliverables supplied by Bidder & hand-over to the concerned NPCI Officials or Data Center pre-shifting inspection, post-shifting inspection, re-installation etc. of all Deliverables supplied by Bidder. All migration related activities shall be done after Business / session hours /according to business convenience of NPCI and the field engineer shall be deployed as per NPCI
requirements. NPCI will bear all expenses for packing, shifting, insurance and other incidentals at actual. NPCI will not be responsible or liable for any losses, damages to any Bidder or third-party equipment's, tools and machinery that occurs during the course of such dismantling, pre-shifting inspection, post-shifting inspection, and re-installation. Bidder shall make available adequate alternative arrangement to ensure that the Deliverables and associated system functioning is neither affected nor dislocated during the shifting process. It is the responsibility of field engineer to integrate devices delivered at required location or Data Center & coordinate with NPCI NOC to extend the reachability.

8.23 Confidentiality

The successful bidder shall treat the details of the PO and other contract documents executed between NPCI and the successful bidder as secret and confidential. The successful bidder shall execute separate NDA on the lines of the format provided in the Annexure Z hereof.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the Successful bidder shall use all reasonable endeavors to assist NPCI in recovering and preventing such third party from using, selling or otherwise disseminating of such information. The Parties' obligations under this Section shall extend to the non-publicizing of any dispute arising out of PO.

The terms of this clause shall continue in full force and effect for a period of five (5) years from the date of disclosure of such Confidential Information.

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

8.24 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 from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty, etc.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.

8.25 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, 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.

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

8.26 Obligations of the Bidder

<u>Standard of Performance</u>: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with third parties. <u>Prohibition of Conflicting Activities</u>: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under this RFP.

8.27 Exit option and contract re-negotiation

- a) NPCI reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" herein under.
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at NPCI's locations.
- c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the bidders prior to expiry of time for awarding the final bid / the contract. The Bidder should perform a reverse transition mechanism to NPCI or its selected bidder. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / bidder nominated by NPCI. Where NPCI elects to transfer the responsibility for service delivery to a number of bidders, NPCI will nominate a bidder who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- d) The reverse transition services to be provided by the Bidder shall include the following:
 - i. The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating the Devices.
 - ii. Bidder shall provide adequate documentation thereof.
 - iii. The Bidder shall jointly manage the Devices with NPCI or designated team for a reasonable period of time
- e) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the Deliverables under this RFP/Purchase Order/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services.
- f) Warranties:
 - 1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of NPCI. The bidder shall execute any and all such documents as may be necessary in this regard.
 - 2. The bidder shall return confidential information and will sign off and acknowledge the return of such confidential information.
 - 3. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
 - 4. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- g) The rates for availing services during reverse transition period would be the same as payable during the contract period for the respective services as contained and provided in this RFP.
- h) During which the existing Bidder would transfer all knowledge, know-how and other things necessary for NPCI or new bidder to take over and continue to manage the services. The Bidder

agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.

- i) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- j) NPCI and the successful bidder shall together prepare the Reverse Transition Plan. However, NPCI shall have the sole decision to ascertain whether such Plan has been complied with.
- k) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/Purchase Order/contract it would extend all necessary support to NPCI or its selected bidders as would be required

8.28 Extension of Contract

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP or subsequent Purchase Order / Contract, as shall be entered by NPCI with the Bidder, to the satisfaction of and as decided by the NPCI up to a period of three (3) years (completion period) reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 months' period on the same rates and terms & conditions of the Contract. NPCI has right to alter (increase or decrease) the number of resources. NPCI has right to place repeat order to the bidder for any resources mentioned in the Contract. The contract shall be co-terminus with the Purchase orders issued unless extended by NPCI.

8.29 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 is 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 expected.
- 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 bidder conceals or suppresses material information.

In case of order cancellation, any payments made by NPCI to the Bidder for the particular service 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.

8.30 Termination of Purchase Order/Contract

<u>For Convenience:</u> NPCI, by written notice sent to Bidder, may terminate the Purchase Order/ contract in whole or in part at any time for its convenience giving three months' prior notice. The notice of termination may 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. NPCI shall consider request of the bidder for pro-rata payment till the date of termination.

<u>For Insolvency</u>: NPCI at any time may 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. <u>For Non-Performance</u>: 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).

8.31 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favorable terms than those contained in this RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to NPCI.
- NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- NPCI may make payments of undisputed amounts to the Bidder for services rendered till the
 effective date of termination. Termination shall be without prejudice to any other rights or
 remedies NPCI may be entitled to hereunder or at law and shall not affect any accrued rights or
 liabilities or either party nor the coming into force or continuation in force of any provision hereof
 which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtains discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.32 Force Majeure

For purpose of this clause, "Force Majeure" means an unforeseeable event beyond the control of the successful and not involving NPCI or the successful 's fault or negligence.

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein; or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall not be liable for non-performance of delay in performance of its obligations contained herein provided the party so affected uses its best efforts to remove such cause of non-performance, and when such cause is removed the party shall continue performance in accordance with the terms of the Purchase Order.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an event of Force Majeure, the said notice to contain details of the circumstances giving rise to the event of Force Majeure. If the event of Force Majeure continues for more than twenty (20) days, either party shall be entitled to terminate the Purchase Order at any time thereafter by giving written notice to the other party.

8.33 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 successful Bidder shall make every effort to resolve amicably by direct informal negotiation; any disagreement or dispute arising between them under or in connection with this RFP.

If, however, NPCI and successful Bidder are not able to resolve them, following dispute resolution mechanism shall be applied:

- 1. In case of Dispute or difference arising between NPCI and the successful Bidder relating to any matter arising out of or connected with this RFP, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the successful Bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the successful Bidder.
- 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 NPCI and Successful Bidder. The cost and expenses of Arbitration proceedings will be paid as determined by mutual chosen third Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- 4. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual consent between the parties.
- 5. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

8.34 Compliance with Applicable Laws of India

The Bidder confirms to NPCI that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, 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 for all purposes of this RFP, and shall indemnify, keep indemnified. hold harmless. defend NPCI and its and protect 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.

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 RFP 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 RFP, 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.

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.

8.35 Legal Compliances:

The Bidder confirms to NPCI that its personnel/ employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Bidder shall allow NPCI as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by NPCI & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. NPCI shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. NPCI shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder. Bidder indemnifies and shall keep NPCI indemnified from any of such claims/ losses/ damages and demands by any of its personnel, if any, raised on NPCI.

8.36 Intellectual Property Rights:

All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in this RFP including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder.

Notwithstanding, anything contained in this RFP, this clause shall survive indefinitely, even after termination of this Purchase Order.

8.37 Applicable Law and Jurisdiction

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

8.38 Solicitation of Employees

Both NPCI & successful Bidder the Parties should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties should agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge to directly or indirectly solicit of this contract for employing the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

8.39 Facilities provided by NPCI:

NPCI shall provide seats, with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.

8.40 No Damage of NPCI Property

Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.

8.41 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 or a NPCI 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.

8.42 Governing Language

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

8.43 Addresses for Notices

Following shall be address of NPCI and Bidder NPCI address for <u>notice purpose</u>:

Managing Director& CEO National Payments Corporation of India 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 Supplier's address for notice purpose: (To be filled by supplier)

Section 9 - Technical Specifications

Sr	IDAM Specification	Requirements
No		
1	General Features	
1.1	The bidder should have back-to-back arrangement with the OEM so that NPCI will be able to log a call with the OEM directly.	Must Have
1.2	The vendor/bidder must be Gold/Tier-1 or Silver/Tier-2 or Authorized partner of the OEM for the proposed product.	Must Have
1.3	The bidder should have support offices in Mumbai, Hyderabad and Chennai in case of supply of Hardware module.	Must Have
1.4	The bidder should have minimum 2 skilled OEM certified staff deployed for NPCI for the proposed product.	Must Have
1.5	The Solution quoted by the bidder should be in Gartner Leader or Challenger Magic Quadrant for Identity and access management solution, or Forrester wave leader or strong performers in consecutively for last Two years (Two of last 3 years).	Must Have
1.6	Solution should also support Single sign on feature. In case of future requirement, NPCI can enable SSO on same console with license upgrade.	Good to have
1.7	The proposed solution should have single consoles for all features offerings: User life cycle management, Access request & Access Certification, Integration with Applications, Audit & Compliance Policy management & separation of duties.	Must Have
1.8	Solution should provide a facility to back up all the configuration and export in a file.	Must Have
1.10	The suite from user management perspective should support integration with all leading database servers including Oracle RDBMS, IBM DB2, Microsoft SQL Server, SAP Sybase ASE, Teradata, ADABAS, MySQL, FileMaker, Microsoft Access, Informix, SQLite, PostgresSQL, AmazonRDS, MongoDB, Redis, CouchDB, Neo4j, OrientDB, Couchbase, Toad, phpMyAdmin, SQL Developer, Seqel PRO, Robomongo, Hadoop HDFS, Cloudera, MariaDB, Informix Dynamic Server, Altibase, DbVisualizer.	Must Have
1.11	All the Software supplied under this contract should be IPv4/IPv6 & TLS 1.2, 1.3 or higher ready.	Must Have
1.12	The proposed solution(s) should provide dashboard view for various level of users / department heads as per NPCI's requirement.	Good to Have
	Creation of dashboard with the following features- Top Management View (Board) - Having Summarized view of various department (Can be explored to show the detailed information pertaining to the particular / all departments (individually).	
	Department Heads (Various IT Business Department Heads) - Having detailed information pertaining to a particular department. The department head can have access to information pertaining to their department only. However, being common department head, the head	

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	may have access to the information pertaining to more than one department.	
	Executive committee (complete and detailed dashboard of the organization).	
4.42	System Administrator (for the systems associated with this administrator).	
1.13	There shall be provision for complete audit trail of all operations by the users. There shall be provision / functionality to track down all backend modifications as per assigned users' roles and responsibilities, if any by any user which can be retrieved and analysed to get the complete history of the issue. The bidder may take it as an input for redressal of the issue, if the same is application related.	Must Have
1.14	The bidder should schedule backup of full database & configuration of all components of Identity and Access Management Solution along with all its configurations on defined frequency. It should be possible to restore the backup of full database & configuration. The bidder shall perform the archival and purging of database as per laid down guidelines and policies of NPCI.	Must Have
1.15	High Availability- The solution must be configured in HA mode for all the components included as part of offering.	Must Have
1.16	DR - The solution offered should be replicated at Disaster Recovery (DR) sites of NPCI in active or passive mode.	Must Have
1.17	The solution should support configuring scheduled automatic backup of application with no dependency on operating system scheduled tasksBackup.	Must Have
1.18	The solution should be able to ingest data from an existing IDAM solution to determine existing access.	Must Have
	solution should support the creation of an application risk model to determine the relative risk of each managed application based on pre- defined risk factors.	Good to Have
1.19	Solution should have architecture with web or GUI based dashboard console to monitor, report, notification, maintaining and policy push for the registered users centrally for multiple sites.	Must Have
1.20	The solution must be able to highlight violations in real time or based on schedule in case of application access is provided from backend or by passing IDAM solution.	Must Have
	solution should dynamically calculate a user's risk score based on changes to access within the environment.	Good to Have
1.21	Proposed solution should support identity and access management console session time out and idle time out facility to forcefully logout the users.	Must Have
1.22	The solution should block users when multiple (configurable) numbers of policy violations are triggered simultaneously.	Must Have
2	User Lifecycle Management	
2.1	User ID Creation/ Modification/ Deletion - creation and modification of users' data manually or automatically based on event and / or workflow or script.	Must Have

2.3 9 2.4	User ID Lock/Unlock - locking and unlocking of users manually or automatically based on event or workflow and mass lock & unlock. Service / Support ID - Should be created automatically or manually based on event or workflow.	Must Have Must Have
2.4		Must Have
2.4		
	De-Duplication of user ids - Duplicate user-ids should not be allowed.	Must Have
	User ID Merging - Ability to merge user ID / identities in cases where multiple identities are created for a single person.	Must Have
	Delegated User Administration - Allows user management to be distributed to users other than administrators, including providing multiple granular levels of identity administration permissions.	Good to Have
	Delegation of Authority - Allows users to assign a delegate while away from the office for example, while on vacation.	Must Have
	Single User ID repository - Identity repository for users to know all type of access user having and eliminate the application-level user ID management.	Must Have
	Group Management in Active Directory - Allows creation/deletion of groups and addition/deletion of group members.	Must Have
	Delegated Group Management in Active Directory - Allows group creation, deletion, and management to be performed by identified users based on authority delegation by administrators.	Good to Have
	Dynamic Groups - supports addition/deletion of users to group dynamically based on rules or set of rules.	Good to Have
1	Password policy and account lockout - Use policies to enforce rules related to password complexity, expiry, length, password aging, password composition and password history enforcement.	Must Have
	Self-service password resets - Allows users to manage their passwords and to reset a forgotten password without the help of an administrator.	Must Have
	Password synchronization - Synchronization of passwords across manged systems.	Must Have
	User ID provisioning and de-provisioning based on event - Provisioning and de- provisioning of users based on events such as approval and updation of all dependent target department.	Must Have
	Solution should be able to manage previously disparate data repositories, applications, and user data stores anywhere in the infrastructure stack.	Must Have
	solution must be able to provision access based on department roles defined within the solution using custom criteria for membership.	Must Have
	The solution must allow to create/import roles using manual and automated interfaces.	Must Have
	Solution should allow automated and realtime provisioning and deprovisioning of users.	Must Have

2.20	solution should support a 'least privilege' security model by decentralizing control with delegated administration.	Good to Have
2.21	Solution should be able to integrate application deployed on on-premises and public cloud platforms besides just Active Directory, including databases, other directories, platforms, and ERPs.	Must Have
2.22	End users can request additional access from a self-service interface.	Must Have
2.23	The solution must support provisioning into a variety of on-premises and cloud-based business applications.	Must Have
2.24	The solution should support configuration of workflow based on joiner, mover, or leaver scenarios.	Must Have
2.25	The solution should be able to generate unique attributes at provisioning time based on data collected, or by calling the system to validate attribute values.	Must Have
2.26	The solution should be able to do Provisioning/Deprovisioning of accounts based on transfers and promotions.	Must Have
2.27	User provisioning and de-provisioning should be possible in the Active Directory as well as in all applications (new-age, legacy, on-premises and cloud with and without API's)	Must Have
2.28	The solution should support provisioning/de-provisioning of users as well if the user ID of the users in the application is different from the user ID in the Active Directory.	Must Have
3	Password Management and Authentication	
3.1	Password policy and account lockout - Use policies to enforce rules related to password complexity, expiry, length, password aging, password composition, password history enforcement etc.	Must Have
3.2	Self-service password resets - Allows users to manage their passwords and to reset a forgotten password without the help of an administrator.	Must Have
3.3	Password synchronization - Synchronization of passwords across manged systems.	Must Have
3.4	Solution should support MFA capabilities including FIDO2/Web Authentication, OATH (TOTP/HOTP) for access management in IDAM solution and Solution should also support federation protocols: SAML, Liberty, WS-Federation, ADFS, Oauth, OpenID Connect.	Must Have
3.5	The solution should have authentication options for users/groups, it should supports authentication of users via Integrated Windows Authentication (Kerberos) or LDAP.	Must Have
3.6	Solution should allow for secure passwordless authentication of users.	Good to Have
3.7	Solution should have geo fencing mechanism to control secure access to applications from specific zones.	Good to Have
3.8	Solution should have SDK and APIs that support authentication management and integration with external applications.	Good to Have

4	Role Management and Identity and User Account	
4.1	Role lifecycle management based on Approval - Supports creation/ updating / deletion/ assignment/ de-assignment of roles based on requests and / or workflow.	Must Have
4.2	The solution should be able to perform 'Role Mining', in a fully automated way.	Must Have
4.3	The solution should be able to provide membership context for mined (identified) roles.	Good to Have
4.4	The solution should be able to ingest data from an existing IDAM solution to determine existing access.	Must Have
4.5	The solution should be able to identify users that have been provided access to systems directly by admins instead of by the IDAM solution.	Must Have
4.6	Solution shall allow user identities to be created utilizing data from multiple identity sources, with support for multiple authoritative sources.	Must Have
4.7	The solution must provide the ability to split identities into different user populations (employees, contractors, vendors, etc.) and apply different management controls of each including separate password policies, provisioning rules, lifecycle management, authentication controls & strong authentication requirements.	Must Have
4.8	The identity construct in the solution should have the ability to use any username format as a unique identifier to link identities across all applications and user directories, rather than an obscure identifier such as GUID. Additionally, the solution should support multiple different username conventions for different populations of users.	Must Have
4.9	Solution should support the implementation of Role Based Access Controls (RBAC) for controlling access to functions within an application	Must Have
4.10	Solution should Support for different employee types, e.g., Full-time employees, Contractors, Guests, Vendors, must be provided as a result of connection to relevant Identity data sources. The solution should support disparate sources of identity working in combination, sourcing identity attributes from each source and applying varied controls and options per population of identities.	Must Have
4.11	The solution offers the ability to define your own identity attributes and control the data mappings and values.	Must Have
4.12	The solution should support multiple accounts from a variety of sources.	Must Have
4.13	The solution identifies unused, uncorrelated or unauthorized accounts and allows administrators to manage, and if desired disable or delete these accounts.	Must Have
4.14	Solution should provide the ability for user's who has forgotten his/her password to trigger a password reset and receive a new solution-generated password sent to the email address associated with their user account.	Good to Have

4.15	Solution should provide a clear audit log of "impersonation" events to enable investigation of who has performed the functions or changed data using an admin / root account.	Must Have
4.16	Solution should be capable of automatically sending a notification email to the user when changes are made to their role membership or the definition of a role of which they are a member.	Must Have
4.17	Solution should have the ability to dynamically assign and revoke access rights based on user role changes	Must Have
4.18	Solution should incorporate a consolidated user management facility to "front-end" a variety of systems, allowing a security administrator to manage one user across a variety of systems with a single program / GUI	Must Have
4.19	The bidder shall either provide or design a customizable 'landing page' for all external access.	Must Have
4.20	Solution should have the ability to customize mappings of key attributes (for example, map unique user ID to email or password to alternate attribute)	Must Have
4.21	Solution should have the configurable ability to synchronize user account data with other authoritative data sources or repositories. (Specify if in real-time or scheduled and if can synchronize one-way or two-way)	Must Have
4.22	The solution must allow to easily identify high-risk via reporting and analytics.	Must Have
5	Connections	
5.1	The solution must be able to integrate with multiple Active Directory domains/forests and multiple LDAP directory technologies beyond just a single Active Directory.	Must Have
5.2	The solution must provide connectivity to non-UI based applications, like Linux and Unix.	Must Have
5.3	The solution should support ability to develop and build custom connectors and integrations with other platforms.	Must Have
5.4	The solution must support standard account operations - create, modify, delete, enable, disable, and unlock.	Must Have
5.6	Admin should be able to build custom workflows to integrate with application from frontend.	Must Have
5.7	Solution should provide Azure Admin connector or able to build the connectors to assign licenses to employees, vendors, and external user's on O-365 Apps based on various categories of licenses.	Must Have
6	API Management and Integrations	
6.1	Proposed solution should provide APIs for integration with Legacy	Must Have
	Applications	
6.3	The solution shall integrate with third-party Service Request Management systems or ITSM.	Must Have

6.4	solution integrate with other systems and enable the consolidation of multiple identity silos to create a single view of a user across the organization.	Must Have
6.5	The solution should feature integration with leading PAM solution to facilitate visibility, governance and lifecycle management/provisioning over users with access to privileged accounts managed by the PAM system.	Must Have
6.6	The solution should be deployed on premises and should be able to integrate with on premises as well as cloud-based applications.	Must Have
6.7	The solution must support the ability to integrate with business-oriented chat systems - such as Microsoft Teams.	Good to Have
6.8	Solution should provide the ability to manage identities through policies. Solution should utilize policy to manage work flows.	Must Have
6.9	Solution should provide the ability to grant system "authority" to particular Identity attributes, i.e. designate different authoritative sources for different attributes.	Must Have
6.10	Solution should provision users and grant entitlements based on user "Role".	Must Have
6.11	Solution should allow users provisioned to a target system based on a "Rules", "Roles" or "Workflow". Solution should provide a single connected system allow for more than one method simultaneously.	Must Have
6.12	Solution should provide the ability to manage groups, individual users or both.	Must Have
6.13	Solution should provide end-users initiate workflow requests. Workflow requests should be used for non-connected systems as well.	Must Have
6.14	Solution should provide the delegation functionality in Workflow tool. Solution should also provide an Approver select specific Delegates feature.	Must Have
6.15	System should be able to integrate with legacy applications that have no API's (both, native as well as web applications)	Must Have
6.16	System should allow a combination of UI automation, DB queries and Api's to integrate with each application.	Good to Have
6.17	Solution should have the ability to customize mappings of key attributes (for example, map unique user ID to email or password to alternate attribute)	Must Have
6.18	Solution should have the configurable ability to synchronize user account data with other authoritative data sources or repositories. (specify if in real-time or scheduled and if can synchronize one-way or two-way).	Must Have
7	Access Request and Access Certification	
7.1	The solution must support requests for access to applications that are not integrated for automatic provisioning, so that uniform request and approval processes can be applied to every application.	Must Have

7.2	Enable the approver (manager, owner, etc.) to approve at a group or fine- grained entitlement level.	Must Have
7.3	Access requests should be able to support end-dates for when access should be granted on a temporary basis.	Must Have
7.4	Access request end-dates will remove the access whenever the approved time and date is reached.	Must Have
7.5	Solution should be able to send reminder's 30 days before to the users as an expiry alert to the applications they have access on.	Must Have
7.6	Solution should be able to identify users that have been provided access to systems directly by admins instead of by the IDAM solution.	Good to Have
7.7	Access requests should be able to be extended into a custom platform of choice - like MS Teams, or even custom portals.	Good to Have
7.8	Automatically provision user access after access has been approved/authorized.	Must Have
7.9	Solution should allow users to request access on applications behalf of others?	Must Have
7.10	Access requests should support approval workflows.	Must Have
7.11	The access request approval process should support multiple approvers.	Must Have
7.12	The solution must support requests for access to applications that are not integrated for automatic provisioning, so that uniform request and approval processes can be applied to every application.	Must Have
7.13	Solution should provide a page whereby users can view the current status of requests they have made to application administrators using the self- service interface.	Must Have
	solution should enable risk mitigation actions (e.g., certifications or activity monitoring) to be targeted at high-risk users.	
7.14	A comprehensive user-friendly interface for conducting certification campaigns, including access reviews and certification-triggered remediations such as access revocation from target systems shall be included in the cloud identity solution.	Must Have
7.15	The certification process must provide closed-loop validation that revoked access of the user's if provisioned directly by passing IDAM solution to the target application.	Must Have
7.16	The solution shall automatically scale to accommodate spikes in usage, such as quarterly or annual certifications.	Must Have
7.17	The solution will certify all access data, including accounts and complex entitlement data.	Must Have
7.18	The solution provides reports of all certification activity for auditor review and to meet compliance requirements.	Must Have
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7.19	The solution will automatically notify managers when the campaign begins and remind them before the campaign is due.	Must Have
7.20	The solution allows certifiers to make bulk actions on any reviews that they can see.	Must Have
7.21	The solution provides certifiers AI-based recommendations to help provide guidance around access within a certification.	Good to Have
7.22	A user-friendly searchable, and informative certification interface that can allow for making decisions based on the identity or the access.	Must Have
7.23	Certifications can be triggered based on identity-related events, such as a department change, termination, manager change, etc.	Must Have
7.24	Solution should validate data entered both manually and through data feeds (through user interaction and bulk loads)	Must Have
7.25	The solution must provide tools for identifying and managing orphan accounts	Must Have
7.26	The solution must provide reports which outlines defined security risks by application.	Must Have
7.27	The solution must provide approvers with additional support for access certification decision making. I.e., Context and recommendations.	Good to Have
7.28	The solution must provide signals for filtering certifications based on a defined risk score.	Good to Have
7.29	The solution must provide a signal for the automation of certifications based on defined risk score, both on a bulk and individual item basis.	Must Have
7.30	The management console should maintain audit logs that provide summaries about user access, app-related actions, setting changes, and other configuration modifications that occurred using the console or APIs.	Must Have
7.31	The proposed solution should have API keys to allow third-party applications to access data through authorized accounts.	Must Have
7.32	The proposed solution should have the capability to allow integration with 3rd party solutions via API.	Must Have
8	Audit and Compliance	
8.1	Solution should offer the ability to review and certify user access periodically to ensure that users have the right access.	Must Have
8.2	 Solution should support Four different access certification campaign for periodic access review: 1. Entitlement Campaign. 2. Role Certification Campaign. 3. Application Account Campaign. 4. User Identity Account Campaign. 	Must Have
8.3	Solution should provide the ability to specify exclusionary roles that prevent assignment of conflicting roles.	Must Have
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8.4	Solution should have the capability to perform access reviews on an ad- hoc or event-driven basis, such as when a user changes roles.	Must Have
8.5	Solution should be capable of automatically sending a notification email to the user when changes are made to their role membership or the definition of a role of which they are a member.	Must Have
8.6	solution should have capability for a multi-step access review process so that more than one reviewer can verify the user access.	Must Have
8.7	solution should contain governance administration capabilities integrate tightly with the provisioning solution so that any access that is denied is immediately revoked?	Must Have
8.8	The solution must provide comprehensive analytical reporting capabilities, including outlier detection to assist with the cleansing of risky or excessive access.	Must Have
8.9	solution should alert or notify managers, application owners or compliance officers based on changes to an identity or resource risk score	Must Have
8.10	The solution must support the definition of account or identity attribute access policies.	Must Have
8.11	The solution must provide a business-friendly UI for defining and editing access policies without requiring coding.	Must Have
8.12	The solution must provide a single policy repository that is leveraged by all identity processes, including both detective and preventive access controls.	Must Have
8.13	The solution must automatically scan and detect policy violations.	Must Have
8.14	The solution must notify responsible parties / application owner when policy violations are detected.	Must Have
	solution should support bulk corrective or mitigating actions (such as an ad hoc certification) be taken against high-risk user populations discovered via reporting or analytics.	Must Have
8.15	Solution should have the ability to dynamically assign, and revoke access rights based on user role changes	Must Have
8.16	Solution should provide the ability to specify exclusionary roles that prevent assignment of conflicting roles.	Must Have
8.17	Does the provider allow users to search and request additional access for themselves?	Must Have
8.18	The solution shall be able to generate, schedule, and view reports based on custom requirements. The solution shall provide out-of-box reporting templates to create one-time or recurring reports based on security events.	Must Have
8.19	Proposed solution should support to pull & generate reports in different logs format such as pdf and csv.	Must Have

8.20	Solution should be able to manage segregation of duties in applications as well as infrastructure systems.	Must Have
8.21	The solution must allow users to quickly and easily create a library of Separation of Duties (SoD) policies from the entitlemens and access specific to our environment.	Must Have
8.22	SoD policies must allow for tagging against specific compliance practices (such as SOX, HIPAA, GDPR.) or other business criteria (such as "Region: US" or "Bus_Unit: Finance").	Must Have
8.23	Solution should track and monitor the risk of each user based on that user's access to sensitive applications and data (identity risk scoring).	Must Have
8.24	solution should support configurable risk factors and weightings for calculating identity or risk scores? Can risk scores on access be used to calculate the overall risk score of an identity within the organization.	Must Have
8.25	Notifications must be sent when violations are discovered.	Must Have
8.24	solution should allow for a preventative Separation of Duties check against policy when access is requested.	Must Have
8.25	The system should have the capability of actioning policy violations in an automated manner.	Must Have
8.26	The solution must support the ability to define and enforce access policies, including Separation of Duties (SoD) policies, between individual roles, between individual entitlements, and between roles and entitlements.	Must Have
8.27	solution should recommend risk mitigation actions for high-risk users, such as activity monitoring, ad hoc certifications, or remediation of policy violations.	Must Have
8.28	solution should support the assignment of unique risk values to each application, entitlement and role within the system.	Good to Have
8.29	Solution should capture all activity information as part of audit logging & forward it to SIEM.	Must Have
8.30	The solution must support granular access control and authorization to facilitate gathering of logs of users access.	Must Have
8.31	The solution should support real time graphical and chart based dashboard for the summary of activities. Solution should have capability to maintain records for 12 Months and to generate trend reports for 12 months.	Must Have

Section 10 - Documents forms to be put in Folder A

Annexure A1 - Bidder's Letter for EMD

То

The Chief Executive Officer National Payments Corporation of India, 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

Subject: NPCI/RFP/2023-24/IT/09 dated 22.11.2023 for "Request for Proposal for identity and access management (IDAM) solution".

We have enclosed an EMD in the form of a RTGS - UTR No/BG No. _____ issued by the branch of the ______Bank, for the sum of Rs. _____ (Rupees _____). This EMD is as required by clause 5.6 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

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

Annexure A2 - Bid Security (Bank Guarantee)

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

National Payments Corporation of India: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that______ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of ______ under RFP No.

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

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

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

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

This guarantee will expire:

(a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or

(b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.

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

[Signature]

Annexure A3 - Bid Security

(PERFORMANCE BANK GUARANTEE FORMAT)

Date:

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

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 to be submitted by the Supplier to NPCI.

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:

The liability of ------ (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ------ (Amount in figures and words).

This bank guarantee is valid upto ------

The liability of ------ (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within twelve months from the date of the expiry of the validity period of this Bank Guarantee.

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 should be one year from the date of expiry of guarantee) 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.

{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 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

Dear Sir,

Subject: NPCI/RFP/2023-24/IT/09 dated 22.11.2023 for "Request for Proposal for identity and access management (IDAM) solution".

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

- 1. Prices have been quoted in INR.
- 2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
- 3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
- 4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for NPCI and its Associates.

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

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

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security. We undertake to comply with the terms and conditions of the bid document. We understand that NPCI may reject any or all of the offers without assigning any reason whatsoever.

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith RTGS/BG bearing no. _____ dated _____ drawn in favor of "National Payments Corporation of India" or Bank Guarantee valid for ____ days for an amount of Rs. ____ (Rs. ____ only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Company/Firm: Address

Details of the Bidder				
1	1 Name of the Bidder			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Pvt Ltd)			
	Details of Incorporation of the	Date:		
4	Company.	Ref #		
5	Valid Sales tax registration no.			
6	Valid Service tax registration no.			
7	Permanent Account Number (PAN)			
8	Goods & Services Tax (GST) Registration Numbers			
9	City			
10	State			
11	Pin Code / State Code			
12	GSTIN Number			
13	HSN Number			
14	Name & Designation of the contact person to whom all references shall be made regarding this tender			
15	Telephone No. (Cell # and Landline # with STD Code)			
16	E-Mail of the contact person:			
17	Website			
	Financial Details (as per aud			
18	Year	2019-20	2020-21	2021-22
19	Net worth			
20	Turn Over			
21	РАТ			

Annexure C - Bidder Information

(Bidder's Letter Head)

Dated this...... Day of......2023

(Signature)

(Name) Duly authorized to sign Bid for and on behalf of (In the capacity of)

Annexure D - Declaration for Clean Track Record (Bidder's Letter Head)

То

The Chief Executive Officer National Payments Corporation of India 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

Sir,

I have carefully gone through the Terms & Conditions contained in the **Request for proposal for identity and access management (IDAM) solution- NPCI/RFP/2023-24/IT/09 dated 22.11.2023.** I hereby declare that my company has not currently been debarred/blacklisted by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

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

Annexure E - Declaration for Acceptance of RFP Terms and Conditions (Bidder's Letter Head)

То

The Chief Executive Officer National Payments Corporation of India 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the **Request for Proposal for identity and access management (IDAM) solution- NPCI/RFP/2023-24/IT/09 dated 22.11.2023.** I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

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

Annexure F - Declaration for Acceptance of Scope of Work (Bidder's Letter Head)

То

The Chief Executive Officer National Payments Corporation of India 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

Sir,

I have carefully gone through the Scope of Work contained in the **Request for Proposal for identity** and access management (IDAM) solution- NPCI/RFP/2023-24/IT/09 dated 22.11.2023. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder) Printed Name Designation Seal Date: Business Address: Annexure G - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _______ (name of the company and address of the registered office) do hereby appoint and authorize _______ (full name and residential address) who is presently employed with us holding the position of _______ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for _______ in response to the **Request for Proposal for identity and access management (IDAM) solution-** NPCI/RFP/2023-24/IT/09 dated 22.11.2023 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 _____ 2023.

Accepted

(Signature) (Name Designation) Date: Business Address:

Annexure H - Eligibility Criteria Compliance (Bidder's Letter Head)

A] Start-ups:

Sr. No	Eligibility Criteria	Compliance (Yes/No)	Documentary proof to be attached	
1	The bidder should be incorporated or registered in India under Companies Act/Partnership Act / Indian Trust Act (Annual filling with ROC) and should have the Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) or in the process of applying the same and shall be submitted before a formal engagement with NPCI.		 Certificate of incorporation MSME registration certificate (if applicable) DPIIT Certificate 	
2	The bidder's annual turnover should be less than Rs. 100 crores as per audited financial statements in each of the financial years from the date of registration/ incorporation subject to compliance to Sr. No. 3		 Standalone audited financial statements for last 3 years Balance sheets Profit /loss statement Signed Statutory Auditor's Report Notes to Accounts and Schedules forming part of accounts to be submitted. Complete financial statements duly signed/ approved by Auditor. CA certificate in case more than 3 years for previous years 	
3	The date of incorporation of the bidder should be anywhere between 1 to 10 financial years.		Certificate of incorporation/ registration	
4	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self- declaration along with extract of auditors' report.		Self-declaration to be provided by the Bidder	
5	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad.		Declaration letter from the <u>Bidder</u> and <u>OEM</u> as per Annexure D	
6	The bidder should be authorized to quote and support for OEM products and services. The bidder shall not get associated with the distribution channel once in any other capacity once he is eligible for price discussion.		Authorization from OEM as per Annexure I Self-declaration of not being part of distribution channel	

7	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission in case the bid document is downloaded from the NPCI website.	Remittance proof of RTGS in favor of NPCI. While transferring <u>bid cost</u> from the bidder's Bank account to NPCI bank account, the bidder shall mention the <u>RFP</u> <u>number</u> and <u>RFP description in the transfer details</u> , failing which the bid is liable to be rejected.
8	The Bidder has paid or submitted along with the bid submission required EMD as mentioned in the RFP.	Remittance proof of RTGS/ BG in favor of NPCI. While transferring <u>EMD</u> amount from the bidder's Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP description in the transfer</u> <u>details</u> , failing which the bid is liable to be rejected.
9	The OEM can authorize multiple bidders to participate on the OEMs behalf, however, in such a case, the OEM will not be allowed to participate on itself. The bidder is authorized to participate on behalf of only a single OEMs product.	OEM Authorization letter to be provided

B] Other than Start-ups:

Sr. No.	MSME	Other than MSME	Compliance Yes/No	Documentary proof to be attached
1.	 The bidder is a Company registered under the Companies Act/ Partnership / LLP at least since last three (3) years. a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least two (2) years as on date of submission of the bid. b) In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least two (2) years as on the date of submission of bid. 	 Companies Act/ Partnership / LLP at least since last five (5) years. a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least five (5) years as on date of submission of the bid. b) In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been 		 Certificate of incorporation MSME registration certificate (if applicable)

	The bidder should have reported minimum annual turnover of Rs. 6 crores and should have reported profits (profit after tax) as per audited financial statements in at least 2 out of last 3 financial years	The bidder should have reported minimum annual turnover of Rs. 15 crores in each of the last 3 financial years and should have reported profits (profit after tax) as per audited financial	Standalone financial audited
2.	In case audited financial statements for most recent financial year are not ready, then management	In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered. In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.	financial statements Balance sheets Profit/ loss statement Signed Statutory Auditor's Report Notes to Accounts and Schedules forming part of accounts to be submitted.

3	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self-declaration along with extract of auditors' report.	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self-declaration along with extract of auditors' report.	Self-declaration to be provided by Bidder
4	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad	Declaration from OEM as per Annexure D on company letter head (if applicable)-
F	The bidder should be authorized to quote and support for OEM products and services. The bidder shall not get associated with the distribution channel once in any other capacity once he is eligible for price discussion.	support for OEM products and services. The bidder	Declaration from OEM (as per Annexure-I)
5.			Self-declaration by bidder of not being part of distribution channel
6.	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission in case the bid document is downloaded from the NPCI website.	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission in case the bid document is downloaded from the NPCI website.	Remittance proof of Electronic Transfer in favor of NPCI. While transferring <u>bid cost</u> from the bidder's Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP</u> <u>description in the transfer details</u> , failing which the bid is liable to be rejected.
7.	The Bidder has paid or submitted along with the bid submission required EMD as mentioned in the RFP.	The Bidder has paid or submitted along with the bid submission required EMD as mentioned in the RFP.	Remittance proof of Electronic Transfer/ BG in favor of NPCI While transferring <u>EMD</u> amount from the bidder's Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP description in the transfer</u> <u>details</u> , failing which the bid is liable to be rejected

	The OEM can authorize multiple bidders to	The OEM can authorize multiple bidders to	Self-declaration to be provided
	participate on the OEMs behalf, however, in such a	participate on the OEMs behalf, however, in such a	along with customer references
8.	case, the OEM will not be allowed to participate on	case, the OEM will not be allowed to participate on	
	itself. The bidder is authorized to participate on	itself. The bidder is authorized to participate on	
	behalf of only a single OEMs product.	behalf of only a single OEMs product.	

Dated this......Day of......2023

(Signature)

(Name) Duly authorized to sign Bid for and on behalf of (In the capacity of)

Annexure I - OEM / Manufacturer's Authorization Letter

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

Date:

To:

WHEREAS

We______, are official manufacturers/OEM bidders of______. We_____ do hereby authorize M/S______ to submit a bid the purpose of which is to provide the following Goods, manufactured by us ______, and to subsequently negotiate and sign the Contract.

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

Signed by the Manufacturer/OEM Bidder:

Name:

Title:

Seal:

Dated on ______ day of ______, _____

Section 11 - Documents to be put in Envelope/Folder 'B' (Bidder's Letter Head)

Annexure J - Technical Compliance

Sr No	IDAM Specification	Requirements	Compliance (Yes/No)	Supporting documents
1	General Features			
1.1	The bidder should have back-to-back arrangement with the OEM so that NPCI will be able to log a call with the OEM directly.	Must Have		
1.2	The vendor/bidder must be Gold/Tier-1 or Silver/Tier-2 or Authorized partner of the OEM for the proposed product.	Must Have		
1.3	The bidder should have support offices in Mumbai, Hyderabad and Chennai in case of supply of Hardware module.	Must Have		
1.4	The bidder should have minimum 2 skilled OEM certified staff deployed for NPCI for the proposed product.	Must Have		
1.5	The Solution quoted by the bidder should be in Gartner Leader or Challenger Magic Quadrant for Identity and access management solution, or Forrester wave leader or strong performers in consecutively for last Two years (Two of last 3 years).	Must Have		
1.6	Solution should also support Single sign on feature. In case of future requirement, NPCI can enable SSO on same console with license upgrade.	Good to have		
1.7	The proposed solution should have single consoles for all features offerings: User life cycle management, Access request & Access Certification, Integration with Applications, Audit & Compliance Policy management & separation of duties.	Must Have		
1.8	Solution should provide a facility to back up all the configuration and export in a file.	Must Have		
1.10	The suite should support integration with all leading database servers including Oracle RDBMS, IBM DB2, Microsoft SQL Server, SAP Sybase ASE, Teradata, ADABAS, MySQL, FileMaker, Microsoft Access, Informix, SQLite, PostgresSQL, AmazonRDS, MongoDB, Redis, CouchDB, Neo4j, OrientDB, Couchbase, Toad, phpMyAdmin, SQL Developer, Seqel PRO, Robomongo, Hadoop HDFS, Cloudera, MariaDB, Informix Dynamic Server, Altibase, DbVisualizer.	Must Have		
1.11	All the Software supplied under this contract should be IPv4/IPv6 & TLS 1.2, 1.3 or higher ready.	Must Have		
------	---	--------------	--	
1.12	The proposed solution(s) should provide dashboard view for various level of users / department heads as per NPCI's requirement. Creation of dashboard with the following features-	Good to Have		
	Top Management View (Board) - Having Summarized view of various department (Can be explored to show the detailed information pertaining to the particular / all departments (individually).			
	Department Heads (Various IT Business Department Heads) - Having detailed information pertaining to a particular department. The department head can have access to information pertaining to their department only. However, being common department head, the head may have access to the information pertaining to more than one department. Executive committee (complete and detailed dashboard of the organization). System Administrator (for the systems associated with this administrator).			
1.13	There shall be provision for complete audit trail of all operations by the users. There shall be provision / functionality to track down all backend modifications as per assigned users' roles and responsibilities, if any by any user which can be retrieved and analysed to get the complete history of the issue. The bidder may take it as an input for redressal of the issue, if the same is application related.	Must Have		
1.14	The bidder should schedule backup of full database & configuration of all components of Identity and Access Management Solution along with all its configurations on defined frequency. It should be possible to restore the backup of full database & configuration. The bidder shall perform the archival and purging of database as per laid down guidelines and policies of NPCI.	Must Have		
1.15	High Availability- The solution must be configured in HA mode for all the components included as part of offering.	Must Have		
1.16	DR - The solution offered should be replicated at Disaster Recovery (DR) sites of NPCI in active or passive mode.	Must Have		
1.17	The solution should support configuring scheduled task for fetching reports with no dependency on operating system scheduled tasks.	Must Have		
1.18	The solution should be able to ingest data from an existing IGA solution to determine existing access.	Must Have		
1.19	solution should support the creation of an application risk model to determine the relative risk of each managed application based on pre-defined risk factors.	Good to Have		

Solution should have centralized architecture with web or GUI based dashboard console to monitor, report, notification, maintaining and policy push for the registered users centrally for multiple sites.	Must Have		
The solution must be able to highlight violations in real time or based on schedule in case of application access is provided from backend or by passing IDAM solution.	Must Have		
solution should dynamically calculate a user's risk score based on changes to access within the environment.	Good to Have		
Proposed solution should support identity and access management console session time out and idle time out facility to forcefully logout the users.	Must Have		
The solution should block users when multiple (configurable) numbers of policy violations are triggered simultaneously.	Must Have		
User Lifecycle Management			
User ID Creation/ Modification/ Deletion - creation and modification of users' data manually or automatically based on event and / or workflow or script.	Must Have		
User ID Lock/Unlock - locking and unlocking of users manually or automatically based on event or workflow and mass lock & unlock.	Must Have		
Service / Support ID - Should be created automatically or manually based on event or workflow.	Must Have		
De-Duplication of user ids - Duplicate user-ids should not be allowed.	Must Have		
User ID Merging - Ability to merge user ID / identities in cases where multiple identities are created for a single person.	Must Have		
Delegated User Administration - Allows user management to be distributed to users other than administrators, including providing multiple granular levels of identity administration permissions.	Good to Have		
Delegation of Authority - Allows users to assign a delegate while away from the office for example, while on sick leave.	Must Have		
Single User ID repository - Identity repository for users to know all type of access user having and eliminate the application-level user ID management.	Must Have		
Group Management in Active Directory - Allows creation/deletion of groups and addition/deletion of group members.	Must Have		
	notification, maintaining and policy push for the registered users centrally for multiple sites. The solution must be able to highlight violations in real time or based on schedule in case of application access is provided from backend or by passing IDAM solution. Toolution should dynamically calculate a user's risk score based on changes to access within the environment. Proposed solution should support identity and access management console session time out and idle time out facility to forcefully logout the users. The solution should block users when multiple configurable) numbers of policy violations are triggered imultaneously. Jser ID Creation/ Modification/ Deletion - creation and modification of users' data manually or automatically based on event and / or workflow or script. Jser ID Lock/Unlock - locking and unlocking of users manually or automatically based on event or workflow and mass lock & unlock. Service / Support ID - Should be created automatically or manually based on event or workflow. De-Duplication of user ids - Duplicate user-ids should not be allowed. Jser ID Merging - Ability to merge user ID / identities in cases where multiple identities are created for a single person. Delegated User Administration - Allows user management to be distributed to users other than administrators, ncluding providing multiple granular levels of identity administration permissions. Delegation of Authority - Allows users to assign a delegate while away from the office for example, while on sick eave. Single User ID repository - Identity repository for users to show all type of access user having and eliminate the application-level user ID management. Stroup Management in Active Directory - Allows creation/deletion of groups and addition/deletion of	notification, maintaining and policy push for the registered users centrally for multiple sites.Must HaveThe solution must be able to highlight violations in real time or based on schedule in case of application access is porvided from backend or by passing IDAM solution.Must Havesolution should dynamically calculate a user's risk score based on changes to access within the environment.Good to HaveProposed solution should support identity and access management console session time out and idle time out facility to forcefully logout the users.Must HaveThe solution should block users when multiple configurable) numbers of policy violations are triggered imultaneously.Must HaveJser ID Creation / Modification / Deletion - creation and modification of users' data manually or automatically pased on event and / or workflow or script.Must HaveJser ID Lock/Unlock - locking and unlocking of users manually or automatically based on event or workflow.Must HaveDe-Duplication of user ids - Duplicate user-ids should not e allowed.Must HaveDe-Duplication of user ids - Duplicate user-ids should not e allowed.Must HaveDelegated User Administration - Allows user management to be distributed to users other than administrators, ncluding providing multiple granular levels of identity administration permissions.Must HaveDelegated User ID repository - Identity repository for users to angle User ID repository - Identity repository for users to multiple environment.Must HaveDelegated User Administration - Allows user management to be distributed to users other than administrators, ncluding providing multiple granular levels of identity administrat	notification, maintaining and policy push for the Image: Second Seco

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2.10	Delegated Group Management - Allows group creation, deletion, and management to be performed by identified users based on authority delegation by administrators.	Good to Have		
2.11	Dynamic Groups - supports addition/deletion of users to group dynamically based on rules or set of rules.	Good to Have		
2.12	Password policy and account lockout - Use policies to enforce rules related to password complexity, expiry, length, password aging, password composition and password history enforcement.	Must Have		
2.13	Self-service password resets - Allows users to manage their passwords and to reset a forgotten password without the help of an administrator.	Must Have		
2.14	Password synchronization - Synchronization of passwords across manged systems.	Must Have		
2.15	User ID provisioning and de-provisioning based on event - Provisioning and de- provisioning of users based on events such as approval and updation of all dependent target department.	Must Have		
2.16	solution must be able to provision access based on department roles defined within the solution using custom criteria for membership.	Must Have		
2.17	The solution must allow to import roles using manual and automated interfaces.	Must Have		
2.18	Solution should allow automated provisioning and deprovisioning of users.	Must Have		
2.19	solution should support a 'least privilege' security model by decentralizing control with delegated administration.	Good to Have		
2.20	Solution should be able to integrate application deployed on on-premises and public cloud platforms besides just Active Directory, including databases, other directories, platforms, and ERPs.	Must Have		
2.21	End users can request additional access from a self- service interface.	Must Have		
2.23	The solution must support provisioning into a variety of on-premises and cloud-based business applications.	Must Have		
2.24	The solution should support configuration of workflow based on joiner, mover, or leaver scenarios.	Must Have		
2.25	The solution should be able to generate unique attributes at provisioning time based on data collected, or by calling the system to validate attribute values.	Must Have		
2.26	The solution should be able to do Provisioning/Deprovisioning of accounts based on transfers and promotions.	Must Have		

2.27 User provisioning and de-provisioning should be possible in the Active Directory as well as in all applications (new age, legacy, on-premises and cloud with and without API's) Must Have 2.28 The solution should support provisioning/de-provisioning of users as well if the user ID of the users in the application is different from the user ID in the Active Directory. Must Have 3 Password Management and Authentication Must Have 3.1 Password policy and account lockout - Use policies to enforce rules related to password complexity, expiry, length, password aging, password composition, password history enforcement etc. Must Have 3.2 Self-service password resets - Allows users to manage their passwords and to reset a forgotten password without the help of an administrator. Must Have 3.3 Password synchronization - Synchronization of passwords across managed systems. Must Have 3.4 Solution should have authentication options for users/groups, it should supports authentication of users via lntegrated Windows Authentication (Kerberos) or NTLM (NTLM v1 and v2 in Session Security), or LDAP. Must Have 3.6 Solution should allow for secure passwordless Good to Have authentication of users. Good to Have assignment or loles hased on Approval - Supports creation/ updating / deletion/ assignment/ de-assignment or loles based on requests and / or workflow. Must Have 3.6 Solution should be able to provide membership context for mined (identified) roles. <td< th=""><th></th><th></th><th>-</th><th></th></td<>			-	
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4.5 The solution should be able to identify users that have Must Have been provided access to systems directly by admins instead of by the IDAM solution.	4.5	been provided access to systems directly by admins	Must Have	

	Solution shall allow user identities to be created utilizing	Must Have	1
4.6	data from multiple identity sources, with support for multiple authoritative sources.	Must nave	
4.7	The solution must provide the ability to split identities into different user populations (employees, contractors, vendors, etc.) and apply different management controls of each including separate password policies, provisioning rules, lifecycle management, authentication controls & strong authentication requirements.	Must Have	
4.8	The identity construct in the solution should have the ability to use any username format as a unique identifier to link identities across all applications and user directories, rather than an obscure identifier such as GUID. Additionally, the solution should support multiple different username conventions for different populations of users.	Must Have	
4.9	Solution should support the implementation of Role Based Access Controls (RBAC) for controlling access to functions within an application	Must Have	
4.10	Solution should Support for different employee types, e.g., Full-time employees, Contractors, Guests, Vendors, must be provided as a result of connection to relevant Identity data sources. The solution should support disparate sources of identity working in combination, sourcing identity attributes from each source and applying varied controls and options per population of identities.	Must Have	
4.11	The solution offers the ability to define your own identity attributes and control the data mappings and values.	Must Have	
4.12	The solution should support multiple accounts from a variety of sources.	Must Have	
4.13	The solution identifies unused, uncorrelated or unauthorized accounts and allows administrators to manage, and if desired disable or delete these accounts.	Must Have	
4.14	Solution should provide the ability for user's who has forgotten his/her password to trigger a password reset and receive a new solution-generated password sent to the email address associated with their user account.	Good to Have	
4.15	Solution should provide a clear audit log of "impersonation" events to enable investigation of who has performed the functions or changed data using an admin / root account.	Must Have	
4.16	Solution should be capable of automatically sending a notification email to the user when changes are made to their role membership or the definition of a role of which they are a member.	Must Have	

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4.17	Solution should have the ability to dynamically assign and revoke access rights based on user role changes.	Must Have	
4.18	Solution should incorporate a consolidated user management facility to "front-end" a variety of systems, allowing a security administrator to manage one user across a variety of systems with a single program / GUI	Must Have	
4.19	The bidder shall either provide or design a customizable 'landing page' for all external access.	Must Have	
4.20	Solution should have the ability to customize mappings of key attributes (for example, map unique user ID to email or password to alternate attribute)	Must Have	
4.21	Solution should have the configurable ability to synchronize user account data with other authoritative data sources or repositories. (Specify if in real-time or scheduled and if can synchronize one-way or two-way)	Must Have	
4.22	The solution must allow to easily identify high-risk via reporting and analytics.	Must Have	
5	Connections		
5.1	The solution must be able to integrate with multiple Active Directory domains/forests and multiple LDAP directory technologies beyond just a single Active Directory.	Must Have	
5.2	The solution must provide connectivity to non-UI based applications, like Linux and Unix.	Must Have	
5.3	The solution should support ability to develop and build custom connectors and integrations with other platforms.	Must Have	
5.4	The solution must support standard account operations - create, modify, delete, enable, disable, and unlock.	Must Have	
5.6	Admin should be able to build custom workflows to integrate with application from frontend.	Must Have	
5.7	Solution should provide or able to build Azure Admin connectors to assign licenses to employees, vendors, and external user's on O-365 Apps based on various categories of licenses.	Must Have	
6	API Management and Integrations		
6.1	Proposed solution should provide APIs for integration with Legacy Applications.	Must Have	
6.3	The solution shall integrate with third-party Service Request Management systems or ITSM.	Must Have	

6.4			
0.4	solution integrate with other systems and enable the consolidation of multiple identity silos to create a single view of a user across the organization.	Must Have	
6.5	The solution should feature integration with leading PAM solution to facilitate visibility, governance and lifecycle management/provisioning over users with access to privileged accounts managed by the PAM system.	Must Have	
6.6	The solution should be deployed on premises and should be able to integrate with on premises as well as cloud- based applications.	Must Have	
6.7	The solution must support the ability to integrate with business-oriented chat systems - such as Microsoft Teams.	Good to Have	
6.8	Solution should provide the ability to manage identities through policies. Solution should utilize policy to manage work flows.	Must Have	
6.9	Solution should provide the ability to grant system "authority" to particular Identity attributes, i.e. designate different authoritative sources for different attributes.	Must Have	
6.10	Solution should provision users and grant entitlements based on user "Role".	Must Have	
6.11	Solution should allow users provisioned to a target system based on a "Rules", "Roles" or "Workflow". Solution should provide a single connected system allow for more than one method simultaneously.	Must Have	
6.12	Solution should provide the ability to manage groups, individual users or both.	Must Have	
6.13	Solution should provide end-users initiate workflow requests. Workflow requests should be used for non-connected systems as well.	Must Have	
6.14	Solution should provide the delegation functionality in Workflow tool. Solution should also provide an Approver select specific Delegates feature.	Must Have	
6.15	Solution should provide the ability to run correlation analysis with log-generated data from non-Identity connected systems.	Must Have	
6.16	System should be able to integrate with legacy applications that have no API's (both, native as well as web applications)	Must Have	
6.17	System should allow a combination of UI automation, DB queries and Api's to integrate with each application.	Good to Have	
6.18	Solution should have the ability to customize mappings of key attributes (for example, map unique user ID to email or password to alternate attribute)	Must Have	

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solution should enable risk mitigation actions (e.g., certifications or activity monitoring) to be targeted at high-risk users.					

	Kit for procurement of identity and access in	5 (,	
7.14	A comprehensive user-friendly interface for conducting certification campaigns, including access reviews and certification-triggered remediations such as access revocation from target systems shall be included in the cloud identity solution.	Must Have		
7.15	The certification process must provide closed-loop validation that revoked access of the user's if provisioned directly by passing IDAM solution to the target application.	Must Have		
7.16	The solution shall automatically scale to accommodate spikes in usage, such as quarterly or annual certifications.	Must Have		
7.17	The solution will certify all access data, including accounts and complex entitlement data.	Must Have		
7.18	The solution provides reports of all certification activity for auditor review and to meet compliance requirements.	Must Have		
7.19	The solution will automatically notify managers when the campaign begins and remind them before the campaign is due.	Must Have		
7.20	The solution allows certifiers to make bulk actions on any reviews that they can see.	Must Have		
7.21	The solution provides certifiers Al-based recommendations to help provide guidance around access within a certification.	Good to Have		
7.22	A user-friendly searchable, and informative certification interface that can allow for making decisions based on the identity or the access.	Must Have		
7.23	Certifications can be triggered based on identity-related events, such as a department change, termination, manager change, etc.	Must Have		
7.24	Solution should validate data entered both manually and through data feeds (through user interaction and bulk loads)	Must Have		
7.25	The solution must provide tools for identifying and managing orphan accounts	Must Have		
7.26	The solution must provide reports which outlines defined security risks by application.	Must Have		
7.27	The solution must provide approvers with additional support for access certification decision making. I.e., Context and recommendations.	Good to Have		
7.28	The solution must provide signals for filtering certifications based on a defined risk score.	Good to Have		

7.29	The solution must provide a signal for the automation of certifications based on defined risk score, both on a bulk and individual item basis.	Must Have	
7.30	The management console should maintain audit logs that provide summaries about user access, app-related actions, setting changes, and other configuration modifications that occurred using the console or APIs.	Must Have	
7.31	The proposed solution should have API keys to allow third- party applications to access data through authorized accounts.	Must Have	
7.32	The proposed solution should have the capability to allow integration with 3rd party solutions via API.	Must Have	
7.33	The solution must provide signals for enabling the automation of Access Requests approvals.	Must Have	
8	Audit and Compliance		
8.1	Solution should offer the ability to review and certify user access periodically to ensure that users have the right access.	Must Have	
8.2	 Solution should support Four different access certification campaign for periodic access review: 1. Entitlement Campaign. 2. Role Certification Campaign. 3. Application Account Campaign. 	Must Have	
8.3	4. User Identity Account Campaign. Solution should provide the ability to specify exclusionary roles that prevent assignment of conflicting roles.	Must Have	
8.4	Solution should have the capability to perform access reviews on an ad-hoc or event-driven basis, such as when a user changes roles.	Must Have	
8.5	Solution should be capable of automatically sending a notification email to the user when changes are made to their role membership or the definition of a role of which they are a member.	Must Have	
8.6	solution should have capability for a multi-step access review process so that more than one reviewer can verify the user access.	Must Have	
8.7	solution should contain governance administration capabilities integrate tightly with the provisioning solution so that any access that is denied is immediately revoked?	Must Have	
8.8	The solution must provide comprehensive analytical reporting capabilities, including outlier detection to assist with the cleansing of risky or excessive access.	Must Have	

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8.9	solution should alert or notify managers, application owners or compliance officers based on changes to an identity or resource risk score	Must Have	
8.10	The solution must support the definition of account or identity attribute access policies.	Must Have	
8.11	The solution must provide a business-friendly UI for defining and editing access policies without requiring coding.	Must Have	
8.12	The solution must provide a single policy repository that is leveraged by all identity processes, including both detective and preventive access controls.	Must Have	
8.13	The solution must automatically scan and detect policy violations.	Must Have	
8.14	The solution must notify responsible parties / application owner when policy violations are detected.	Must Have	
	solution should support bulk corrective or mitigating actions (such as an ad hoc certification) be taken against high-risk user populations discovered via reporting or analytics.	Must Have	
8.15	Solution should have the ability to dynamically assign, and revoke access rights based on user role changes	Must Have	
8.16	Solution should provide the ability to specify exclusionary roles that prevent assignment of conflicting roles.	Must Have	
8.17	Does the provider allow users to search and request additional access for themselves?	Must Have	
8.18	The solution shall be able to generate, schedule, and view reports based on custom requirements. The solution shall provide out-of-box reporting templates to create one-time or recurring reports based on security events.	Must Have	
8.19	Proposed solution should support to pull & generate reports in different logs format such as pdf and csv.	Must Have	
8.20	Solution should be able to manage segregation of duties in applications as well as infrastructure systems.	Must Have	
8.21	The solution must allow users to quickly and easily create a library of Separation of Duties (SoD) policies from the entitlemens and access specific to our environment.	Must Have	
8.22	SoD policies must allow for tagging against specific compliance practices (such as SOX, HIPAA, GDPR.) or other business criteria (such as "Region: US" or "Bus_Unit: Finance").	Must Have	
8.23	Solution should track and monitor the risk of each user based on that user's access to sensitive applications and data (identity risk scoring).	Must Have	

8.24	solution should support configurable risk factors and weightings for calculating identity or risk scores? Can risk scores on access be used to calculate the overall risk score of an identity within the organization.	Must Have	
8.25	Notifications must be sent when violations are discovered.	Must Have	
8.24	solution should allow for a preventative Separation of Duties check against policy when access is requested.	Must Have	
8.25	The system should have the capability of actioning policy violations in an automated manner.	Must Have	
8.26	The solution must support the ability to define and enforce access policies, including Separation of Duties (SoD) policies, between individual roles, between individual entitlements, and between roles and entitlements.	Must Have	
8.27	solution should recommend risk mitigation actions for high-risk users, such as activity monitoring, ad hoc certifications, or remediation of policy violations.	Must Have	
8.28	solution should support the assignment of unique risk values to each application, entitlement and role within the system.	Good to Have	
8.29	Solution should capture all activity information as part of audit logging & forward it to SIEM.	Must Have	
8.30	The solution must support granular access control and authorization to facilitate gathering of logs of users access.	Must Have	
8.31	The solution should support real time graphical and chart based dashboard for the summary of activities. Solution should have capability to maintain records for 12 Months and to generate trend reports for 12 months.	Must Have	

(Signature)

(Name) Duly authorized to sign Bid for and on behalf of (In the capacity of)

Annexure K - Client Reference

(Bidder's Letter Head)

NPCI/RFP/2023-24/IT/09 dated 22.11.2023

Sr.No	Particulars	Details
1	Name of the Organization	
2	Contact Person Name and Designation	
3	Phone Number of the Contact person	
4	Email Address of the Contact person	

(Signature)

(Name) Duly authorized to sign Bid for and on behalf of (In the capacity of)

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

Annexure M - Commercial Bid Form (Bidder's Letter Head)

(To be included in Commercial Bid Envelope/Folder)

То

NPCI

Dear Sirs,

Re: Request for Proposal for identity and access management (IDAM) solution- NPCI/RFP/2023-24/IT/09 dated 22.11.2023"

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required infrastructure in conformity with the said Bidding documents for the sum of Rs......(Rupees_____) (exclusive of taxes) 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 identity and access management (IDAM) solution-NPCI/RFP/2023-24/IT/09 dated 22.11.2023 within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this......Day of......2023

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure N - Commercial Bid (Bidder's Letter Head)

Sr	Description	Qty	Unit Cost (Rs)	Total Unit Cost (Rs)	1st year AMC/Support (Rs)		2nd year AMC/Support (Rs)		3 rd year AMC/Support (Rs)		Grand total
					Unit AMC for 1 st Year	Total AMC for 1 st Year	Unit AMC/Support for 2nd Year	Total AMC/Support for 2nd Year	Unit AMC/Support for 3rd Year	Total AMC/Support for 3rd Year	(3 years)
		A	В	C=A*B	D	E=A*D	F	G=A*F	Н	I=A*H	J=C+G+I
1	Software and Licenses (user based) with 3 years premium support (24X7X365)	3000									
2	Implementation/ Installation cost										
3	Other (Please specify)										
	Total Cost										

• Prices are exclusive of taxes.

• The bidder shall meet the requirements of Goods & Services Tax (GST)

• AMC cost should not be less than 8% of the cost of software.

(Amount in Rs)

All prices are exclusive of taxes.

(Signature) (Name) (In the capacity of) Duly authorized to sign Bid for and on behalf of

Annexure L - Bill of Material

NPCI/RFP/2023-24/IT/09 dated 22.11.2023 (Bidder's Letter head)

Line Item Wise Prices (Details of all line items of the Commercial Bid)

Line Item	Description	Units	Unit Price (Rs)	Sub Total (Rs)	Total Price (Rs)
1					
2					
3					
4					
5					
5					
6					

• Delivery locations would be as per clause 8.8 of the RFP

Annexure Z - Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered on this ------ day of -----, 2023 ("Effective Date") between

NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporated in India under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of the Companies Act, 2013) and having its registered office at 1001A, B Wing, 10th Floor, The Capital, Plot 70, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra, CIN: U74990MH2008NPL189067 (Hereinafter referred to as "Disclosing Party", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

______, a company/Partnership/Sole Proprietor/Association of People/ and having its registered office at ______ CIN;______ (Hereinafter referred to as "**Receiving Party**", which expression shall mean and include

unless repugnant to the context, its successors and permitted assigns).

Disclosing Party and Receiving Party 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 Disclosing Party and Receiving Party to perform the considerations (hereinafter called "Purpose") set forth in below:

Purposes:

- 1.
- 2.
- 3.
- 4.
- 5.

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to Disclosing 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.

Article 3: NO LICENSES

This Agreement does not obligate the Disclosing 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 to the Receiving Party any rights, license or authority in or to the Confidential Information disclosed to the Receiving Party under this Agreement or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed to be a public disclosure of such Confidential Information by the Receiving Party for any purpose whatsoever. This Agreement does not create a joint venture or partnership between the parties.

Article 4: DISCLOSURE

- 1. Receiving Party agrees not to use the Disclosing Party's Confidential Information for any purpose other than for the specific purpose as mentioned in Article 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, representatives, agents, 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 does not make any representation or warranty as to the accuracy or completeness of Confidential Information. 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 Receiving party agree that upon termination 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: INJUNCTIVE RELIEF

The Receiving Party hereto acknowledge and agree that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth herein. Accordingly, the Receiving Party agrees that in the event of a breach or threatened breach by the Receiving Party of the provisions of this Agreement, the Disclosing Party will have no adequate remedy in money or damages and accordingly the Disclosing Party, in addition to any other right or remedy available, shall be entitled to injunctive relief against such breach or threatened breach by the Receiving Party and to specific performance of any such provisions of this Agreement. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. If the Receiving Party is aware of a suspected or actual breach of this Agreement from Receiving Party's side, it shall (i) promptly notify the Disclosing Party in writing

immediately; and (ii) take all reasonable and essential steps to prevent or stop any suspect or actual breach of this Agreement; (iii) Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

Article 7: 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 8: DISPUTE RESOLUTION

Notwithstanding anything contained in Article 6 and the express rights of the Disclosing party contained and provided thereto, 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 (or any statutory modification or re-enactment thereof and rules framed thereunder from time to time) by a sole arbitrator appointed by Disclosing Party 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 9: GOVERNING LAW AND JURISDICTION

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 10: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by Receiving Party without the prior written consent of Disclosing Party.

Article 11: TERM

This Agreement shall remain valid from the effective date till the time the Receiving Party is receiving Confidential Information or until the termination of this Agreement, whichever is later. This Agreement may be terminated by either Party by giving prior written notice of sixty (60) days to the other Party. However, the Receiving Party shall not be entitled to terminate this Agreement if there is subsisting business engagement between the Parties. Irrespective of the termination, the obligation of the Receiving Party to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement and shall remain in effect indefinitely.

Article 12: INTELLECTUAL PROPERTY RIGHTS, Media Disclosure, Publicity and Public Interaction

12.1 Receiving Party shall not use or permit the use of Disclosing Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or interact with media for any disclosure of findings or otherwise discuss or make reference to Disclosing Party 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 Disclosing Party's prior written consent.

12.2 Any interaction by the Receiving Party with media for any disclosure of findings, publicity, public interactions for undue advantage and/or any association whatsoever of Disclosing Party, without express consent/approval from Disclosing Party, shall result in breach, and for every incident of breach the Receiving Party shall be liable to pay the Disclosing Party, an amount which Disclosing Party, in its sole and absolute discretion, deems fit. This shall be without prejudice to the right of Disclosing Party to peruse any other right or remedy available to it under law.

Article 13: INDEMNITY

In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided in this agreement, such disclosure, dissemination or release will be

deemed a material breach of this Agreement and the Receiving Party shall stop its breach of this agreement immediately and indemnify Disclosing party against losses resulting from its default, including the reasonable legal costs, which have been incurred by Disclosing party to investigate the default.

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. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) In the case of personal delivery or electronic-mail, on the date of such delivery, (b) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) In the case of mailing, on the seventh working business day following such mailing.
- 3. 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 and any additional agreement, if any, shall be binding along with that relevant Agreement in addition to this Non Disclosure Agreement without affecting the provisions of this agreement. In the event where only this agreement is existing than the provisions of this Agreement shall prevail. 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 or modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. The remaining provisions will continue in full force and effect.
- 4. Any breach of any provision of this Agreement by Receiving Party hereto shall not affect the Disclosing party's non-disclosure and non-use obligations under this Agreement.
- 5. The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

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	TYPE COMPANY NAME
By:	By:
Name:	Name:
Designation:	Designation: