भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty

RFP Reference No: NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025

National Payments Corporation of India
Unit no. 202, 2nd floor,
Raheja Titanium, CTS No. 201,
Western Express Highway,
Goregaon East, Mumbai 400 063
Email- itprocurement@npci.org.in
Website: www.npci.org.in

Copyright Notice

Disclaimer

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

This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the 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. 29,500 /- (Rs. Eighty Eight Thousand Five Hundred only inclusive of GST@18%) towards cost of Bid document in Folder/Folder – 'A'

   Remittance proof in favor of "National Payments Corporation of India" payable at Mumbai amounting to Rs. 29,500 /- (Rs. 25,000 /- plus GST @18 %) towards bid purchase cost.

   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

2. **Bank Guarantee** towards Bid Security shall be as per given table and to be given in Folder 'A'- Earnest Money Deposit (EMD). **The Bidder shall strictly not remit any amount on account of EMD.**

Sr. No	Bidder Category	Amount (Rs)
1	For MSMEs below Rs 250 Cr turnover	5,00,000
2	Non-MSME and MSME above Rs 250 Cr turnover	15,00,000
3	Bidders who have ongoing working relationship with NPCI for more than 3 years will not be required to submit the EMD subject to satisfactory performance. **Bidder to provide self-declaration** on its letterhead & duly signed by authorized signatory for claiming this waiver. Bidder to provide details of the PO executed during these 3 years. NPCI reserves the right to take decision to grant this waiver or not. NPCI's decision will be final and shall be binding on bidder.	Nil

* Bidders who will submit EMD under MSME criteria shall provide necessary supporting documents for EMD amount applicable (ex. Udyam registration certificate).

3. While transferring bid cost 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.

4. **While sending EMD in the form of Bank Guarantee, the bidder shall clearly mention the RFP number and RFP description on the Bank Guarantee document as well as on Folder, failing which the bid is liable to be rejected.**

5. 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 bid cost 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.

6. The bidder shall provide the evidence of the transfer / remittance proof of bid cost, BG for EMD **vide a separate mail** to the NPCI officials mentioned in **Section 1.**

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

INDEX:

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
SI	System Integrator
OEM	Original Equipment Manufacturer

Section 1 - Bid Schedule and Address

Sr. No.	Description	
1	Name of Project	Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty
2	Tender Reference Number	**NPCI/RFP/2025-26/IT/09**
3	Date of release of RFP	21st Aug 2025
4	Last date of receiving pre-bid clarifications in writing from vendors	28th Aug 2025 6.00 pm
5	Last date and time for Bid Submission	8th Sept 2025 5:00 pm
6	Details of Bid Submission and opening of Bids	Electronic bid response submission should be made to the following email address: adison.machado@npci.org.in vishal.shetake@npci.org.in prashant.patil@npci.org.in siddhesh.chalke@npci.org.in Sandeep.tiwari@npci.org.in **Folder A (Eligibility), Folder B (Technical) and Folder C(Commercial):** **Commercial bid (Folder C) should be password protected.** The password to Commercial bid needs to be shared only upon request after successful technical qualification. There will be no physical bid submission for this RFP. During the electronic bid submission, bid response attachments should not exceed the size of **10 MB vide each email** and bid response may be segregated to adjust the maximum attachment capacity (10 MB). In case of the bid response being segregated into separate emails to accommodate the complete set of attachments, the total number of emails and corresponding attachment numbers forming the complete bid response need to be mentioned in the 1st mail itself.
7	Date and Time of Eligibility & Technical bid Opening	8th Sept 2025 6:00 pm
8	Date and Time of Commercial Bid Opening	Commercial Bid to be submitted in the password protected PDF document along with Technical 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.
9	Name and Address for communication	Chief – Strategic IT Procurement National Payments Corporation of India, Unit no. 202, 2nd floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai 400063

10	Bid Related Queries	Sandeep Tiwari | Contact: +91 9999983500 Email id: sandeep.tiwari@npci.org.in Saurav Kumar | Contact: +91 7903131946 Email id: saurav.kumar@npci.org.in Siddhesh Chalke | Contact: +91 8657995380 Email id: siddhesh.chalke@npci.org.in Vishal Shetake| Contact: +91 98206 32098 Email id: vishal.shetake@npci.org.in Adison Machado | Contact: 9309496105 Email id: adison.machado@npci.org.in
11	Bid cost	Rs. 29,500 /- (Rs. 25,000 /- plus GST @18 %)
12	Bid Security	Rs. As per checklist clause#2 **in the form of BG ONLY**

- The bidder shall provide the evidence of the transfer / remittance proof of bid cost, **BG for EMD vide a separate mail** to the NPCI officials and shall provide the same in **Folder 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. As of 30th April 2024, the shareholders (including promoter banks, shareholder banks and RBI regulated entities) of the NPCI stands at 65 (11 Public Sector Banks, 18 Private Banks, 5 Foreign Banks, 10 Co-operative Banks, 6 Regional Rural Banks, 4 Small Finance Banks, 1 Payment Banks and 10 Payment System Operators).

The vision and mission of NPCI are as under:
Vision - To be the best payments network globally.
Mission – Touching every Indian with one or other payment services and to make our mission possible.

NPCI's aim is to transform India into a 'less-cash' society by touching every Indian with one or other payment services. With each passing year, NPCI is moving towards it's vision to be the best payments network globally. NPCI, during its journey over decade, has made a significant impact on the retail payment systems in the country. It has introduced many innovative products dealing with money transactions through the digital eco-system. Today, it holds to its credit, products like UPI, NFS (RuPay), IMPS, AEPS, NETC, CTS, NACH, etc., which have transformed digital payment eco-system. As a result, NPCI and its product family is now being recognized as pioneers of modern edge digital payment eco-system, not only in India but globally as well.

Information Technology has been the backbone of NPCI journey. NPCI has thrived to adopt modern edge technologies in all domains thereby keeping pace with the ability to meet ever increasing demand for ease of doing transactions with adequate controls. Currently NPCI operates out of two captive DCs running from Hyderabad and Chennai and one co-located DC operating out of Chennai with active-active setup.

2.2 Objective of this RFP

The objective of the RFP is for procurement of Cryptographic Key Management Solution with 6 years Warranty to meet NPCI's requirements.

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 bid cost 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 the bid cost vide a separate mail 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, however, NPCI reserves the final right to decide.

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:

The scope of work will broadly include **supply, installation, configuration, integration, and subsequent maintenance and support** of the CKMS solution. The bidder shall be responsible for the following:

1. Supply and Deployment

- Supply and install CKMS solution at NPCI's **on-premises Primary Data Center (DC)** and **Disaster Recovery (DR)** site as per the proposed Bill of Material.
- Propose CKMS architecture that may be appliance-based, virtual machine-based, cloud-hosted, or hybrid.
- Bidder shall supply **04 HSM appliances** configured in **active-active mode** across two DC locations.
- Bidder shall supply any commercial software dependencies required for deployment of CKMS solution and should submit this as part of BOM.
- All components must be current and not declared End-of-Life (EOL) or End-of-Support (EOS) by OEM in next 6 Years from the date of contract. EOL/EOS timelines must be disclosed.

2. Configuration and Integration

- Configure CKMS at both DC and DR sites.
- Integrate CKMS with NPCI's IAM Solution for authentication and access control.
- Perform integration with enterprise applications/ products (**100 Nos**) via REST APIs.
- Ensure secure communication using HTTPS and ensure compliance with encryption standards.

3. Implementation and Customization

- Undertake complete implementation including move/add/change/customization of software updates, releases, and version upgrades.
- Support migration of existing security keys and creation of new keys as required.
- Ensure accurate reflection of the setup state throughout the warranty period.
- Provide back-to-back OEM support and ensure **availability of onsite resources** for troubleshooting.

4. Architecture and Planning

- Understand NPCI's requirements and prepare a detailed implementation plan for approval.
- Prepare Documentation of solution deployed that includes the following but not limited to Solution architecture, API Documentation, HLD, LLD, Data/Traffic flow, Training materials and SOPs.

5. Project Management and Monitoring

- Develop a comprehensive Project Management Plan with milestones and deliverables.
- Monitor implementation progress regularly and recommend corrective actions for deviations.
- Submit the first monitoring report one-month post-acceptance, followed by fortnightly reports with remediation suggestions.

6. Compliance and Technical Requirements

- Demonstrate compliance with all technical requirements outlined in the specification document.
- Ensure solution adheres to FIPS 140-2/3, RBI, PCI DSS, and other applicable standards.
- Provide detailed compliance checklist and audit trail capabilities.

7. Sustenance and Support

- Provide **24x7x365 post-implementation technical support** with support centers based in India.
- Bidder shall provide 3 Onsite Resources to manage operations of CKMS at NPCI Premises.
- Ensure **ongoing onsite sustenance support** for daily operations, including but not limited to:
    - **User access management** (provisioning, de-provisioning, RBAC updates)
    - **Secret onboarding** (API keys, credentials, application secrets)
    - **Key lifecycle operations** (generation, rotation, archival, destruction)
    - **Certificate management** (expiry monitoring, renewal, integration)
    - **Monitoring and health checks** of CKMS and HSM components
    - **Patch management and version upgrades**
    - **Audit trail reviews and compliance reporting**
    - **Backup and recovery operations**
    - **Policy updates and enforcement**
    - **Integration support** for applications and platforms
- Maintain all supplied equipment and software to reflect the actual operational state throughout the warranty and support period.

- Regularly update architecture design, optimize network performance, documentation including Solution architecture, API Documentation, HLD, LLD, Data/Traffic flow, Training materials and SOPs.

8. Training and Knowledge Transfer

- OEM should provide **Technical training & Certification** for NPCI personnel post deployment and Sustenance handover.
- Share resumes of implementation team members as part of the RFP response.

Deliverables

The selected bidder shall deliver the following:

- Fully Functional CKMS Platform
    - Centralized CKMS with integrated HSMs deployed across NPCI’s DC and DR sites.
- Implementation and Integration Documentations
    - High-Level Design (HLD)
    - Low-Level Design (LLD)
    - Network and data flow diagrams
    - Configuration and deployment guides
    - API specifications and integration procedures
- Key Lifecycle and Certificate Management Policies
    - Key generation, rotation, archival, and destruction
    - Certificate issuance, renewal, and expiry monitoring
    - Secure storage and access controls
- Compliance Checklist
    - Mapped checklist demonstrating adherence to:
    - FIPS 140-2/3 standards
    - RBI and PCI DSS guidelines
    - Other applicable regulatory frameworks
- Sustenance Support Plan with SLAs
    - 24x7x365 technical support
    - Deployment of three onsite resources
    - Defined SLAs for incident response, resolution, and uptime
- Training and Onboarding Materials
    - OEM-led training sessions
    - Technical manuals
    - User and administrator guides
    - Troubleshooting documentation
    - Resumes of implementation team members

- Project and Monitoring Reports
  - Initial report one-month post-deployment
  - Fortnightly monitoring reports
  - System diagnostics and health check summaries
  - Anomaly detection and alerting configurations

For detailed Technical specifications, please refer **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. No	Eligibility Criteria
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 below
3	The date of incorporation of the bidder should be anywhere between 1 to 10 financial years.
4	The bidder shall have 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 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.
7	The Bidder has paid or submitted along with the bid submission required EMD as mentioned in the RFP.
8	Open Legal cases (related to any regulatory breach or IP infringement) as per last court order, declaration to be submitted by legal counsel of the bidder

B: Other than start-ups

Sr. No	Eligibility Criteria	MSME	Other than MSME
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 date of submission of bid.	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 5 years** as on the date of submission of bid.
2	Turnover & profitability	The bidder should have reported a minimum annual turnover of **Rs. 30 Crores in each of the last 3** financial years and should have reported profits (profit after tax)	The bidder should have reported a minimum annual turnover of **Rs. 75 Crores** in each of the last 3 financial years and should have

		as per audited financial statements in at least 2 out of the last 3 financial years (FY 2021-22, 2022-23, 2023-24). For the FY 2024-25 management approved financial results (Provisional) to decide eligibility 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.	reported profits (profit after tax) as per audited financial statements in each of the last 3 financial years (FY 2021-22, 2022-23, 2023-24). For the FY 2024-25 management approved financial results (Provisional) to decide eligibility 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.
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 OEM products and services. The bidder shall not get associated with the distribution channel in any other capacity once he is eligible for price discussion.	The bidder should be authorized to quote and support for OEM products and services. The bidder shall not get associated with the distribution channel in any other capacity once he is eligible for price discussion.

6	Bid cost	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.	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.
7	Bid earnest money (EMD)	The Bidder has submitted **BG** along with the bid submission required EMD as mentioned in the RFP.	The Bidder has submitted **BG** along with the bid submission required EMD as mentioned in the RFP.
8	Bid participation	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 OEM's product.	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 OEM's product.
9	Legal cases	Open Legal cases (related to any regulatory breach or IP infringement) as per last court order, declaration to be submitted by legal counsel of the bidder	Open Legal cases (related to any regulatory breach or IP infringement) as per last court order, declaration to be submitted by legal counsel of the bidder

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 for pre-bid queries should be titled **"Pre-bid queries – Request for Proposal for Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025"**.

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

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

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.

Please note that the responses to the pre-bid queries would become part of this RFP document.

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 send EMD only in the form of Bank Guarantee for the amount as defined in **Checklist** of this RFP 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 six months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format provided in **Annexure A2**. No interest will be paid on the EMD.

The bidders shall pay EMD in the form of Bank Guarantee. The bidder shall clearly mention the RFP number and RFP description on the Bank Guarantee document as wells as on Folder, failing which the bid is liable to be rejected.

The bidder shall also submit the evidence of the transfer proof of EMD with details of the BG and consequent dates, bank name in **Folder A** while submitting their bid.

5.7 Return of EMD

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

5.8 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

1. Bidder withdraws its bid before opening 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. Selected 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 Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.11 Format of Bid

The bidder shall prepare one copy (one PDF copy marked as ORIGINAL) of the Eligibility and Technical Bid. **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 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 be put into Folder marked as **"Request for Proposal for Cryptographic Key Management Solution with 6 years Warranty ".**

Bids should be submitted through **email.** Folder A (Eligibility) & Folder B (Technical) and Folder C (Commercial) to the following email ids:

adison.machado@npci.org.in
vishal.shetake@npci.org.in
prashant.patil@npci.org.in
siddhesh.chalke@npci.org.in

Folder C: Commercial bid **should be password protected**.
The password to Commercial bid needs to be shared only upon notification of technical qualification. Email with further instructions will be sent to the technically qualified bidders.

5.14 Contents of the 3 Folders

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

1 Bidder's Letter for Bid Cost paid with details of payment made.

2 Original Bank Guarantee for the EMD amount as mentioned in this RFP. Bidder to also submit **Annexure A1 -** Bidder's Letter for EMD **(**Bid Earnest Money in the form of Bank Guarantee – format provided in **Annexure A2) (EMD should be submitted only in the form of BG).**
Original Bank Guarantee should be sent to below mentioned address

National Payments Corporation of India,
Unit no. 202, 2nd floor, Raheja Titanium,
CTS No. 201, Western Express Highway,
Goregaon East, Mumbai 400063

3 Bid Offer form (without price & all corrigendum should be mentioned) – **Annexure B**

4 Bidder Information – **Annexure C**

5 Declaration of Clean Track Record by Bidder – **Annexure D**

6 Declaration of Clean Track Record by OEM – **Annexure D**

7 Declaration of Acceptance of Terms and Conditions - **Annexure E**

8 Declaration of Acceptance of Scope of Work – **Annexure F**

9 Power of Attorney for signing of bid (Stamp paper or Board resolution) – **Annexure G**

10 Eligibility Criteria Matrix – **Annexure H**

11 OEM/Manufacturer Authorization Letter – **Annexure I**

12 Audited Balance Sheet and Profit and Loss Statements, Auditors Reports & Notes to accounts for last 3 years.

13 Declaration of having no continuing statutory default.

14 Declaration by bidder of not getting associated with the distribution channel once in any other capacity once he is eligible for price discussion.

15 Bid Participation: - Self Declaration by bidder of participating through single OEM (name of the OEM)

16 Declaration on Open Legal cases (related to any regulatory breach or IP infringement) as per last court order, signed by legal counsel of the bidder

17 Declaration by bidder for EMD waiver on its letterhead & duly signed by authorized signatory for claiming this waiver. (Only applicable for the bidders who have ongoing working relationship with NPCI for more than 3 years (details to be provided in the declaration)and subject to satisfactory performance)

18 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)

19 RFP documents along with all the Corrigendum regarding the RFP duly sealed and signed by the authorized signatory on each page.

20 All necessary supporting documents as per Annexures

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 with line item details, giving quantity and functions - **Masked Annexure L**
5 Specifications and datasheets for the solution offered

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

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

5.16 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 through its website.

5.20 Extension of Deadline for submission of Bid

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

5.21 Late Bid

Bids received after the scheduled time will not be accepted by the NPCI under any circumstances. NPCI will not be responsible for any delay.

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 -<u>**Folder ‘A’**</u> i.e. Eligibility bid and <u>**Folder ‘B’**</u> i.e. Technical 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 -<u>**Folder ‘C’**</u> 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 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 the right to discover the lowest price through the <u>Reverse 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 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.

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 – Opening of Eligibility and Technical Bids: In the first stage the Eligibility bid i.e. Folder 'A' and Technical Bid i.e. Folder 'B' will be opened.

Stage 2 – Opening of Folder C - 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 Folder C - Commercial Bids

Commercial bids **should be password protected.**

The password to Commercial bid needs to be shared only upon notification of technical qualification. Email with further instructions will be sent to the technically qualified bidders.

Bidder to submit their best price. Commercial bids will be opened for Reverse Auction **or** 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 shall be shared to technically qualified bidders.

Section 7 - Bid Evaluation

7.1 Preliminary 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.

7.3 Indicative Technical Evaluation Criteria:

TECHNICAL SCORING MATRIX		
Sr. No.	**Description**	**Score**
Part – A - Technical Evaluation		
1	Technical Requirements compliance	
2	Clarity of requirements specified in RFP	
Part – B - Vendor Evaluation Matrix		
1	Customer BFSI reference in India Please provide at least 2 India References including a. Customer name b. Industry (Manufacturing, Insurance, financial, etc.) c. Size d. How long have they been consuming service? e. Contact name, title, email and direct telephone number	
2	Work experience in past (similar project)	
Part – C - Proposed Solution		
1	Approach /Methodology /Quality of Sample reports and RFP documentation	
2	Comprehensiveness of the documents & Project Management Plan	
3	Clarity thought of delivery	
Part – D - RFP Presentation		
1	RFP presentation	
2	Q and A	
	Total Score of Part - A, B, C and D	**100**

Scoring Matrix: Bidders scoring a minimum of 70 marks would be eligible for the commercial bid opening.

Note: Above technical matrix is indicative only. NPCI reserves the right to change the matrix to suit the requirement.

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. Bidders who do not share the BOM within 3 days will be disqualified.

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 OR Price discussion mechanism or both if so opted by NPCI management. NPCI will inform the method of price negotiation to the 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 will be provided in advance.

7.5 Successful Evaluated bidder:

1. Bidders who are qualified during eligibility evaluation will be considered for Technical Evaluation.
2. Bidders who are qualified during technical evaluation will be considered for Commercial Evaluation.
3. NPCI may choose to discover the lowest price through the Reverse Auction OR Price discussion mechanism or both. NPCI will inform the method of price negotiation to technically qualified bidders only.

4. The successful bidder will be decided on the Tecno-Commercial evaluation. **Technical evaluation** will carry a **weight of 70%** and the **Commercial evaluation** will carry a **weight of 30%.**

   a. Technical Evaluation: The technical evaluation will carry a weight of 70% in the overall evaluation. Each bidder's normalized technical score (T1) will be arrived at using the following formula:

   $$\mathbf{T1} = \frac{\text{Bidder's Technical Score}}{\text{Max (Bidder Technical Score 1,....n)}} \times 70$$

   b. Commercial Evaluation: The commercial evaluation will carry weight of 30% in the overall evaluation. **Commercial weightage will be applied after completing the price discovery process either through Reverse Auction or Price discussion mechanism or both**. Each bidder's normalized commercial score will be arrived at using the following formula:

   $$\mathbf{C1} = \frac{\text{Min (Bidder Commercial 1,....n)}}{\text{Bidder Commercial}} \times 30$$

   c. Final Score: The final scores of each bidder would be sum of normalized technical score and Commercial scores,

   i.e. Final Score = T1 + C1

The bidder with Highest Techo-Commercial Score (as calculated above in clause 7.5 herein) 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 # 7.4 & 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 General Terms & Conditions

1. **DEFINITIONS**

The following definitions shall apply to this RFP:

1.1 "**Acceptance**" means the determination made by NPCI after completion of the Acceptance Testing procedures carried out by NPCI in relation to Deliverables, whether in whole or in batches as such Deliverables are procured, configured and delivered to NPCI by Supplier, as more fully described in clause 7.

1.2 "**Acceptance Tests**" or "**Acceptance Testing**" means the collective reference to the performance and reliability demonstrations and tests for the Deliverables required to demonstrate that the Deliverables meet all criteria, specifications, technical standards, integration requirements and other requirements in respect thereof as set forth in the RFP, as jointly defined by the Parties.

1.3 **"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 execution of this RFP.

1.4 "**Deliverables**" means the delivery of any Hardware and the Services required to be provided by Supplier to NPCI as described in Exhibit 1 of this RFP, and such other services as Supplier may agree (in accordance with the Change Control Procedure) to provide to NPCI from time to time hereunder.

1.5 **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of this RFP / purchase order(s) and includes fraudulent practice adopted by the Supplier designed to establish the Purchase Order prices at artificial non-competitive levels and to deprive the NPCI of the benefits of free and open competition.

1.6 "**Force Majeure"** means an unforeseeable event beyond the reasonable control of the Parties and includes: a) fire, explosion, cyclone, floods, droughts, earthquakes, epidemics, natural disasters; b) war, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; or e) any other circumstances beyond the reasonable control of the Party affected.

1.7 **"Insolvency Event",** with respect to either Party, means an event where such Party: (i) becomes bankrupt or insolvent, (ii) makes an assignment for the benefit of creditors, (iii) consents to a trustee or receiver appointment, (iv) a trustee or receiver is appointed for such Party or for a substantial part of its property without its consent, (v) voluntarily initiates bankruptcy, insolvency, or reorganization proceedings, or is the subject of involuntary bankruptcy, insolvency, or reorganization proceedings.

1.8 "**Hardware**" means the hardware components which are described in Exhibit 1 of this RFP together with the standard accessories and peripherals provided by the OEM as well as any embedded software, together with the product documentation, maintenance records, warranty documents and other similar materials to be procured, maintained and kept operational on behalf of NPCI. "Hardware" shall include spare parts, materials and equipment as required and approved by NPCI. The description of the quantities, model types, part numbers, product descriptions, features, functionalities and any other technical aspects of the of the Hardware are more particularly mentioned in Exhibit 1 of this RFP.

1.9 "**Intellectual Property Rights**" means and includes, without limitation, any patents, copyrights, trademarks, trade secrets, service marks, designs, database rights, design rights, moral rights or any other property rights that grant similar rights as the foregoing, in each case whether registered or not, throughout the world.

1.10 "**NPCI**" means National Payments Corporation of India.

1.11 "**NPCI IP**" means any and all intellectual property and/or other proprietary material owned by NPCI, in whatever form.

1.12 **"Malware"** means any software or code that is designed to infiltrate a computer, system, network or other infrastructure without an authorized user's informed consent, such as virus, Trojans, worms, spam, phishing e-mail, backdoors, Bot spyware, adware, dialers, toolkits, keyloggers, hijackers, web bug, exploits, cracking tools, and hacking tools.

1.13 "**Party**" means NPCI or Supplier and the term "**Parties**" shall be construed accordingly.

1.14 "**Purchase Order**" or "**PO**" means these terms and conditions of the purchase order, together with the recitals and any exhibits, attachments or annexures.

1.15 "**Services**" means all the services required to be provided by Supplier to NPCI as described in Exhbit 1 of this RFP, and such other services as Supplier may agree (in accordance with the Change Control Procedure) to provide to NPCI from time to time hereunder. Services include any services, functions or responsibilities not specifically described in this RFP, but which an inherent or necessary part of the Services are or are required for proper performance or provision of the Services like application support and enhancement specifically limited to the Scope of Services agreed. All such services shall be deemed to be included within the scope of the Services and shall be delivered for no additional cost, as if such services, functions or responsibilities were specifically described in this RFP.

1.16 "**Supplier/ Bidder**" means the person identified in the RFP as "Supplier/ Bidder".

1.17 "**Supplier IP"** means the intellectual property of the Supplier which is created prior to and independently of this PO.

1.18 "**Termination Assistance**" means all necessary assistance that Supplier will provide to NPCI or Replacement Supplier, in order to ensure that the provision of Deliverables will continue without interruption or adverse effect and to facilitate the orderly transfer of the provision of Deliverables to NPCI and/or a Replacement Supplier.

2. ACCEPTANCE PROCEDURE OF PO AND REPEAT ORDER

2.1 Within five days of receipt of Purchase Order by the Supplier, the Supplier shall send to NPCI its written acceptance of Purchase Order. Failure of the Supplier to comply with the above requirements shall constitute sufficient grounds for the cancellation of the Purchase Order, at its sole discretion, without any liability or obligation on NPCI.

2.2 NPCI reserves the right to place repeat order(s) with the Supplier at the unit rate agreed in this Purchase Order for the Deliverables, for a period of 12 months from the date of issuance of Purchase Order. The Parties agree that the prices of the Deliverables shall be fixed throughout the Term and no escalation in price shall be permissible for any subsequent purchase orders issued by NPCI for a period of 1 (one) years from the date of issuance of Purchase Order. If Bidder/ OEM fails to accept and execute the repeat order issued by NPCI, then in such a scenario NPCI reserves the right to invoke the PBG. In addition, NPCI may suspend the Bidder/ OEM for such period as may be determined by NPCI.

2.3 In the event that NPCI desires to amend the scope of Purchase Order following the issuance of Purchase Order, NPCI shall issue a change request to Supplier. Supplier shall promptly prepare a technical, operation and financial proposal to implement such change and submit it to NPCI for NPCI's review and approval. If NPCI has any concerns about the change proposal, the Parties shall discuss the same and mutually agree on the final change proposal. NPCI shall then issue a specific written modification to Purchase Order incorporating the final, agreed change proposal, which shall then be binding on both Parties and form an integral part of Purchase Order. For the avoidance of doubt, if the Parties fail to mutually agree all details of the change proposal, then Purchase Order shall continue to remain unchanged, and the Parties' respective obligations shall continue to remain unchanged. This process is referred to as the "Change Control Procedure" and shall apply to all changes to Purchase Order.

3. SCOPE OF WORK, SERVICES, SCHEDULE AND DELIVERABLES

3.1 The Supplier shall provide Deliverables to NPCI in a professional and timely manner in accordance with the terms of this PO.

3.2 Supplier will perform the Services including delivery of any Deliverables (including Hardware or other tangible assets, as the case maybe) in accordance with the applicable standards of professional conduct and in compliance with the applicable laws including but not limited to IPR and data protection laws.

3.3 Time shall be of the essence with respect to Supplier's performance of its obligations under this PO.

3.4 Supplier shall deliver the Hardware to the authorized representative of NPCI at the locations communicated by NPCI in writing ("**Sites**"), in accordance with the terms of RFP/ Purchase Order. Supplier assumes all responsibility for costs for procuring and transport of the Hardware, including without limitation all shipping and delivery charges, customs, duties, costs, taxes, octroi, and insurance until the Hardware is Accepted by NPCI in writing.

3.5 Parties agree that: (a) the risk of loss shall not pass to NPCI for any reason whatsoever, until the Hardware have been Accepted by NPCI in writing, at the Sites; and (b) the title to the Hardware shall pass to NPCI upon delivery of the Hardware to NPCI in accordance with the terms of RFP/ Purchase Order.

3.6 It is expressly clarified that each and every Hardware shall be a new, unused and un-opened when delivered to the Sites and shall be in the original packing provided by the manufacturer of the Hardware ("**OEM**") and that all plastic wrapping, tamper proof seals, holographic seals and the like shall be in the same form as when the OEM affixed them prior to sale to the Supplier.

3.7 Upon the delivery of the Hardware to the Sites, the Supplier shall be responsible for the installation, integration and commissioning services in relation to the Hardware, all in accordance with the timelines set forth in the RFP/ Purchase Order. These services shall include: (a) the unpacking of Hardware from the OEM packaging, (b) ascertaining that all of the contents that should be in each Hardware box are present, (c) initial set up of the Hardware per the manufacturer prescribed process, (d) the commissioning and integration of the Hardware with each other and with the rest of NPCI's computing networks and system in the presence of NPCI authorized personnel, (e) the provision of training on how to properly use the Hardware to NPCI's personnel and (f) certify to NPCI that each Hardware in respect of which such installation, integration and commissioning services are provided is ready for deployment in production.

4. MIGRATION ACTIVITIES FOR CHANGE OF LOCATION

4.1 If NPCI wishes to shift the Deliverables from the designated Sites to any other location, adequate support shall be made available by the Supplier by arranging field engineer and other required personnel for the purpose of hand-over of the Deliverables by the Supplier to the concerned NPCI officials at the new site, pre-shifting inspection, post-shifting inspection, re-installation of all the Deliverables supplied by the Supplier and any other migration related activities as may be required.

4.2 All migration related activities will be done as per NPCI's availability and the personnel will be deployed by the Supplier to NPCI as per NPCI's requirements. NPCI will bear all expenses for the migration related activities such as packing, shifting, insurance and other incidentals, at actuals. Supplier shall be liable and responsible for any losses or damages that may occur to the Deliverables and any other ancillary items such as equipment, tools and machinery, while the migration activities are being carried out.

4.3 The Supplier shall make available adequate alternative arrangement to ensure that the provision of Deliverables is neither affected nor disrupted during the migration process.

5. FEES AND PAYMENT TERMS

5.1 The fees and payment terms shall be as per Exhibit 2 of this RFP.

5.2 The Performance Bank Guarantee (PBG) shall be as per Exhibit 2 of this Purchase Order.

6. ACCEPTANCE CRITERIA

6.1 All Deliverables must fully conform to the specifications outlined in the RFP and be free from defects and damage. The Supplier shall ensure that the Deliverables pass all acceptance tests as defined in the RFP. Complete documentation, as specified in the RFP, must accompany the Deliverables.

6.2 Before rendering the payments for Deliverables, NPCI shall have a (4 weeks) inspection and testing period following delivery. If the Deliverables do not meet these criteria, the Supplier shall replace, repair, or provide a full refund for the non-conforming items. NPCI reserves the right to terminate the Purchase Order in the event of repeated failures to meet the Acceptance Criteria. In an event any invoices are paid in advance, the complete amount shall be refunded in case of failed Acceptance criteria. Only, if Deliverables meet the Acceptance Criteria, the payment for the undisputed Invoices shall be paid.

7. ACCEPTANCE TESTING

7.1 Supplier agrees and acknowledges that each Deliverable provided under this RFP/ Purchase Order, including any associated services, shall, unless otherwise agreed to in writing by the Parties, be subject to Acceptance by NPCI in accordance with the mutually agreed Acceptance Tests. These procedures shall be established and agreed upon in writing by both Parties prior to the implementation or deployment of the Deliverables within NPCI's operations.

7.2 The Supplier shall be responsible for conducting all Acceptance Tests for each Deliverable under the supervision of NPCI as per the mutually agreed Acceptance Testing plan. The Supplier shall strictly adhere to the defined procedures. Upon completion of the Acceptance Tests, the Supplier shall provide comprehensive test reports, including all relevant details, data, and results, for NPCI's review and verification. If any additional regulatory or statutory tests are prescribed after the Purchase Order is executed, the Supplier shall perform these tests at no additional cost to NPCI.

7.3 During Supplier acceptance, the Supplier shall ensure that all Deliverables meet the applicable specifications and perform as required when integrated into and operated within NPCI's operational environment.

7.4 If any Deliverable fails to meet the Acceptance criteria during any Acceptance Test (each such Acceptance Test, a "**Failed Acceptance Test**"), the Supplier shall, at its sole cost and expense, rectify the failure. The Failed Acceptance Tests, and any other tests as required by NPCI, shall be repeated until all Acceptance criteria are met. This process shall not extend any prescribed timelines or affect NPCI's rights and remedies under the RFP/ Purchase Order or law. If a Deliverable fails to achieve Acceptance after a second round of testing, NPCI may back-charge the Supplier for all costs incurred by NPCI in relation to such tests being performed for the second time and all subsequent times that the Acceptance Tests are conducted.

7.5 Parties agree that any customizations, repairs, or modifications made to the Deliverables shall be subject to Acceptance Testing, and the provisions of this clause shall apply accordingly.

8. PENALTY

8.1 DELAY IN DELIVERY

8.1.1 In the event of delayed or faulty deliveries, the Supplier shall be subject to penalties at the rate of 0.5% of the Purchase Order value for each business week of delay subject to a maximum 5% of the Purchase Order value. The Purchase Order value shall be assumed at complete Purchase Order value subject to clause 8.1.2 below. The levy of the late delivery penalty shall not relieve the Supplier from obligation to supply any Deliverables in accordance with Purchase Order.

8.1.2 Calculation for Partial Deliverables: If only some part of the overall Deliverables is delayed, the penalty shall be applied proportionately based on the Purchase Order value attributable to the delayed portion provided that such partial delivery has not halted the project progress or impacted the project timelines. NPCI shall at is sole discretion consider such situation based on merits of each case of partial delivery, which shall be binding on the Supplier.

8.2 REMEDIES

8.2.1 Late Delivery Penalties: In the event of delayed Deliverables, the Supplier shall be subject to penalties which shall be deducted from any payments due to the Supplier. Penalties may be calculated based on the Purchase Order value attributable to the delayed portion, provided that such delay has not halted the project progress or impacted timelines. NPCI shall determine the applicability of penalties based on the specific circumstances of each case, and such determination shall be binding on the Supplier. The term "penalty" as used in this clause shall be read to mean service credits and not a penalty. The service credits shall not limit or preclude NPCI's right to recover, in accordance with Purchase Order, other damages incurred by NPCI, or to seek other remedies to which it may be entitled hereunder as a result of such failure, provided, however, that the amount of any damages that NPCI is entitled to receive for such failure shall be offset by the amount of service credits paid to NPCI by Supplier. Supplier acknowledges that penalties are not in the nature of liquidated damages but compensate NPCI for the diminished value of the Deliverables.

8.2.2 **Rectification**: If the Supplier fails to meet any agreed-upon specifications, deliver defective or non-conforming Deliverables, or fails to rectify a delay within a reasonable timeframe, as determined by NPCI, the Supplier shall be considered in breach and NPCI shall exercise the rights set out under clause 8.2.3.

8.2.3 NPCI's Rights: Upon breach, NPCI shall have the right to:

a) Deduct Penalties/Service Credits: Deduct late delivery penalties or service credits from payments due to the Supplier in the manner set forth in clause 8.2.1.
b) Refund: Receive a full or partial refund of any amounts already paid.
c) Purchase Order Termination: Cancel the Purchase Order in whole or in part.
d) Performance Security: Revoke the performance bank guarantee or any other security provided by the Supplier.
e) Debarment: Debar the Supplier from future opportunities with NPCI.
f) Alternative Procurement: Procure replacement Deliverables from an alternative vendor at the Supplier's expense. The Supplier shall be liable for any additional costs incurred by NPCI.
g) Other Damages: Seek recovery of other damages incurred by NPCI.
h) Other Legal Remedies: Pursue any other legal or equitable remedies available under applicable law or the Purchase Order.
i) Blacklisting: NPCI may blacklist the Supplier from its records for deficiency of Services/Deliverables.

8.2.4 Service Credits: Any service credits applied shall not limit or preclude NPCI's right to recover other damages. Service credits are intended to compensate NPCI for the diminished value of the Deliverables due to delay or non-compliance and are not considered liquidated damages or penalties.

8.2.5 No Limitation: The remedies outlined in this clause are cumulative and not exclusive. NPCI's exercise of any one remedy shall not preclude it from exercising any other remedy.

9. SERVICE LEVEL REQUIREMENTS & PENALTY ON NON-ADHERENCE (“SLA”)

9.1 In performance of its obligations under this PO, Supplier shall meet or exceed the SLA requirements and shall ensure that the OEM meets or exceeds the SLA requirements set forth in the table set forth under Exhibit 3 of RFP/ Purchase Order. The Parties agree that the Supplier shall be responsible for any breach of the SLAs by the OEM.

9.2 Notwithstanding anything to the contrary, Parties agree that the provision of any Services by the OEM shall not relieve Supplier from any liability or obligation under RFP/ Purchase Order and Supplier shall at all times be responsible for the acts, omissions, defaults or negligence of the OEM, its affiliates, their respective employees, staff, directors, personnel, representatives, agents, contractors and consultants, as if each were the acts, omissions, defaults or negligence of Supplier.

9.3 NPCI in its sole discretion reserves the right to determine the priority, classification, tier or severity of any issue raised with the Supplier. Supplier shall promptly, and in any event within the timeframe specified by NCPI: (a) respond to and resolve any issues raised by NPCI; and (b) provide such data, information, documentation and reports as may be required by NPCI.

10. OBLIGATIONS OF THE SUPPLIER

10.1 The Supplier shall carry out all the obligations arising from Purchase Order, 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 Supplier shall always act in respect of any matter relating to this PO or to the provision of Deliverables as faithful advisor to NPCI and shall at all times support and safeguard NPCI’s legitimate interests in any dealings with third parties.

10.2 Supplier shall not engage and shall cause their personnel to not engage in any activities or conduct that may: (i) conflict with their obligations and business activities assigned to them under this PO; or (ii) impair the reputation of NPCI; or (iii) make any disparaging statements against NPCI that would discredit NPCI; or (iv) result in the Supplier discontinuing performance of its activities under this PO during the Term, by reason of any third party obligations assumed by Supplier. Notwithstanding the foregoing, nothing in this paragraph will prevent any person from making any truthful statement to the extent necessary or as required by law or by any court having competent jurisdiction.

10.3 Supplier shall at all times be responsible for the acts, omissions, defaults or negligence of the OEM, its affiliates, its and their respective employees, staff, directors, personnel, representatives, agents, contractors, and consultants as if each were the acts, omissions, defaults, or negligence of the Supplier.

10.4 Supplier shall at all the time during the existence of this PO or till the time NPCI shall use the Deliverables (whichever is later), implement and maintain comprehensive business continuity plans to ensure minimal disruption to the Deliverables and Services and timely recovery in the event of any business interruption ("**BCP**"). This BCP shall be reviewed by NPCI every quarter to ensure that BCP is in consonance with NPCI's requirements.

10.5 Supplier shall ensure that there is no loss or damage to the property of NPCI while executing the Purchase Order. In case, it is found that there is any such loss or damage due to any acts or omissions attributable to Supplier's Personnel, the amount of loss or damage so incurred by NPCI shall be recovered from the Supplier.

10.6 NPCI shall designate a limited number of personnel or positions in Supplier's organization as critical to the provision of Deliverables or Services ("**Key Personnel**"). Key Personnel shall, if required by NPCI, perform their obligations onsite at NPCI's premises. Supplier shall not replace or reassign any of the Key Personnel without the NPCI's prior written consent. In the event NPCI requires the withdrawal or replacement of a Key Personnel, the Supplier shall, upon receiving the written notice from NPCI, immediately withdraw and/or replace such Key Personnel, at no cost to NPCI.

10.7 Supplier shall implement and maintain comprehensive business continuity plans to ensure minimal disruption to the Deliverables and timely recovery in the event of any business interruption for the Term of this PO. Supplier shall ensure that the business continuity plans documented by Supplier are consistent with and shall seamlessly operate in conjunction with NPCI's business continuity plans related to the Deliverables.

10.8 If: (a) NPCI determines that it is necessary to step-in to ensure provision of the Services or Deliverables; (b) required under Applicable Law; (c) Supplier fails to remedy any breach of this PO within the timeline prescribed by NPCI; or (d) in case the Supplier becomes subject to an Insolvency Event, then without prejudice to any other rights or remedies that NPCI may have, NPCI may either: (i) direct Supplier to suspend its performance of any or all of the Services, in which event Supplier shall cease performing the applicable Services unless and until NPCI lifts the suspension; and/or (ii) step in, at Supplier's cost, either directly or through a third party designated by NPCI and perform the affected Services until such time as Supplier can demonstrate that it has the ability to resume provision of the affected Services. NPCI shall not be required to make any payments in respect of the affected Services or Deliverables during the suspension or step-in period.

10.9 In the provision of Deliverables, the Supplier shall employ the highest standard of care as would have been employed by NPCI, if such provision of Deliverables were to be carried out by NPCI on its own.

10.10 The Supplier shall ensure that the Supplier's provision of Deliverables should neither impede nor interfere with the ability of NPCI to effectively oversee and manage NPCI's activities. Further, the Supplier, in its provision of Deliverables, shall not impede the Reserve Bank of India ("**RBI**") in carrying out its supervisory functions and objectives.

10.11 The Supplier acknowledges that NPCI shall have the right to regularly monitor, supervise, and assess the Supplier's performance of its obligations under this PO to ensure that (i) the Supplier meets the laid down performance standards and provide uninterrupted services, (ii) the Supplier reports to the senior management of NPCI with respect to its obligations under this PO, (iii) the Supplier co-ordinates periodic due diligence and highlights concerns in the performance of its obligations under this PO, and (iv) NPCI has continuous management of the risks under the PO, so that any necessary corrective measure can be taken immediately.

10.12 The Supplier acknowledges that (i) the Deliverables to be provided by the Supplier under this PO are critical to the business of NPCI, and (ii) it understands the associated risks with the Deliverables and shall co-ordinate with NPCI in any strategies for mitigating or managing any risks arising out of the Deliverables provided by the Supplier under this PO.

10.13 The Supplier shall allow NPCI to retain adequate control over the Supplier's provision of Deliverables, and NPCI reserves the right to intervene with appropriate measures to meet legal and regulatory obligations under this PO.

10.14 The Supplier shall allow effective access to NPCI to all data, books, records, information, logs, alerts and business premises relevant under this PO and available with the Supplier.

10.15 The Supplier shall provide, as required by NPCI from time to time, details of data (related to NPCI and NPCI's customers) captured, processed and stored by the Supplier.

10.16 The Supplier shall comply with directions issued by the RBI in relation to its obligations under this PO.

10.17 As per NPCI's request, the Supplier shall carry out the safe removal/ destruction of data, hardware and all records (digital and physical), as applicable. Moreover, in the event the Supplier's services are to be replaced by a new service provider(s), the Supplier shall be legally obliged to cooperate fully with both NPCI and new service provider(s) to ensure there is a smooth transition. Further provided that the Supplier is prohibited from erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by the regulator or NPCI.

10.18 The Supplier shall provide written notice to NPCI in the event of any service interruption or service unavailability, irrespective of whether such service interruption or service unavailability is planned or unplanned, and/or attributable to the Supplier, NPCI and/or a third party. Such written notice shall be provided promptly by the Supplier to NPCI once the Supplier becomes aware of such service interruption or service unavailability.

10.19 Product Upgrades:

Notwithstanding what is contained and provided in Exhibit 1 of this RFP/ Purchase Order, at any time during term of the purchase order / performance of the Contract, should technological advances be introduced by the OEM/ Supplier for information technologies originally offered by the supplier in its bid and still to be delivered, the Supplier shall be obliged to offer to NPCI the latest version of the available technologies having equal or better performance or functionality throughout the contract period without any extra cost to NPCI.

10.20 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

11. TAXES AND DUTIES

11.1 The charges payable under this RFP/ Purchase Order are exclusive of all taxes. All taxes deductible at source, if any, shall be deducted at as per prevailing rates at the time of release of payments. All taxes, if any, shall be deducted at source as per the then prevailing rates at the time of release of payments and shall submit the necessary certificate issued by competent Income Tax authority valid for the period pertaining to the payment. In case Supplier is eligible for “no deduction” or “lower rate for deduction” of applicable tax at source at the rate prescribed by the Income Tax Act then, Supplier shall submit the necessary certificate issued by the competent Income Tax authority valid for the period pertaining to the payment. Supplier shall meet the requirements of the extant Goods and Services Tax (“GST”) legislation.

11.2 Purchase Order is exclusive of all taxes, the same will be paid up on submission of original tax invoice.

11.3 In case Supplier 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, Supplier shall submit the necessary certificate issued by competent Income Tax authority valid for the period pertaining to the payment. Supplier shall meet the requirements of the extant GST legislations.

11.4 If NPCI requests, the Supplier 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 Supplier that the invoice will be paid in two batches i.e. (i) base amount (ii) tax amount. NPCI, in its sole discretion, may decide that tax Amount will be paid only after the Supplier 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.

11.5 Supplier hereby agrees to ensure proper discharge of tax liability within statutory time periods with respect to all payments made or to be made to Supplier by NPCI. In the event of failure or non-compliance by Supplier 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 Supplier. Such holding of payments by NPCI shall not be a breach of its obligations under Purchase Order. In case of any disputes due to non-matching of GST credit, same shall be resolved by Supplier within 30 (thirty) days of intimation by NPCI, failing which NPCI shall not remit the invoice amount.

11.6 NPCI reserves the right to recover any penalties of such amount as imposed on NPCI and any corresponding damages as it deems appropriate resulting from the Supplier's breach of any condition or rule/regulation of the extant GST legislations or any other applicable tax laws/regulations.

12. INVOICING REQUIREMENTS

12.1 Invoice/debit note/credit note needs to be issued within 30 days from the date of provision of Deliverables. Further, the invoices/debit note/credit note must cover all the particulars prescribed under GST invoice rules. Supplier agrees to comply with invoicing requirements as per GST invoice rules and the terms of this clause (including e-invoicing requirements) and/or any other requirement as may be notified by the tax authorities from time to time.

12.2 Supplier invoices/debit note/credit note should be received by NPCI within 2 weeks from the date of issue of invoice.

12.3 Supplier 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 RFP/ Purchase Order.

12.4 All necessary invoices and/or adjustment entries to an invoice (credit note, purchase returns, and debit notes) shall be submitted to NPCI by the Supplier before September of the succeeding financial year. If the invoice raised in any financial year is not settled on or before 30th September of the next financial year, Supplier would be liable to provide a fresh invoice or will accept payment without reimbursement of the GST portion related to such invoice.

12.5 Supplier hereby acknowledges that payment of invoices is an adequate consideration for the discharge of its obligations under Purchase Order. NPCI shall not be liable to pay Supplier any amounts for which in excess of the amounts specifically set forth in the Purchase Order.

13. CONFIDENTIAL INFORMATION

13.1 "Confidential Information" means any and all information, with respect to a Party (“Disclosing Party”), in written, representational, electronic, verbal or other form relating directly or indirectly to Disclosing Party, including, but not limited to, information that is proprietary and/or confidential to Disclosing Party or pertaining to, pricing, plans or strategy, customers and Suppliers list, financial or technical or service matters or data or processes or operations, employee/agent/consultant/officer/director related personal or sensitive data and any other information which might reasonably be presumed to be proprietary or confidential in nature by Disclosing Party and shall also include the Deliverables, source code, derivative work and documentation. Confidential Information disclosed orally shall only be considered Confidential Information, for certification and related tools, (i) if the same is identified as confidential, proprietary at the time of disclosure, and (ii) confirmed in writing within 7 days from the date on which such Confidential Information is disclosed to the other Party (the "Receiving Party")

13.2 The Receiving Party shall at all times keep Confidential Information of the Disclosing Party as secret and confidential. The 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 any third party, any Confidential Information of the Disclosing Party save and except a Party may disclose any Confidential Information to its directors, officers and employees ("**Representatives**") only on a "need to know" basis to enable them perform their respective obligations under the PO; provided that such persons have been informed of, and they have agreed to be bound by confidentiality obligations which are at least as strict as the confidentiality obligations of the Receiving Party hereunder. The Receiving Party agrees that it shall be solely and entirely responsible for any breach of the terms of this RFP/ Purchase Order by itself, or by its Representatives.

13.3 The Receiving Party shall use the same degree of care and protection to protect the Confidential Information of 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.

13.4 The obligations contained in this RFP/ Purchase Order shall not apply to Confidential Information that is (i) known to the public (through no act or omission of the Receiving Party, in violation of this PO); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure in relation to the RFP/ Purchase Order without any obligation to keep it confidential; (iv) which is owned/ created by the Receiving Party independently outside the scope of this PO as demonstrated by written records; or (v) is required to be disclosed in pursuance to governmental or judicial order, in which case Receiving Party shall give Disclosing Party prompt written notice (if legally permitted) and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Nothing contained hereunder or in the RFP/ Purchase Order shall be construed as creating, conveying, transferring, granting or conferring to Supplier any rights, title, license or authority in or to the solution, derivative work, source code thereof, the Confidential Information of NPCI. All Confidential Information is provided by NPCI "as is" without any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information. NPCI shall not be in any way responsible for any decisions or commitments made by Supplier in relying on NPCI's Confidential Information. NPCI assumes no responsibility for any loss or damages which may be suffered by the Supplier, its customers or any third parties on account of or arising from the Confidential Information.

13.5 Supplier shall ensure that Confidential Information related to NPCI or to this PO are kept isolated from and are not in any manner combined with the information, documents, records and assets of any of Supplier's other customers. Supplier shall ensure that it has adequate safeguards in place to ensure compliance with this clause.

13.6 In the event of a breach or threatened breach of terms and conditions of this PO, the Disclosing Party shall, in addition to any other right or remedy available to it under law, be entitled to seek injunctive relief, as may be available under applicable law, against such breach or threatened breach and to specific performance of any such provisions of this PO. If Receiving Party is aware of a suspected or actual breach of this clause, it shall (i) promptly notify Disclosing Party of the same, in writing; and (ii) take all reasonable and essential steps to prevent or stop any suspect or actual breach of this clause; (iii) cooperate with Disclosing Party to help it regain possession of its Confidential Information and prevent its further unauthorized use.

13.7 Supplier shall keep all Confidential Information of NPCI as confidential during the Term and for a period of 3 (three) years thereafter. Upon expiry or earlier termination of this RFP/ Purchase Order or at any time during its currency, at the request of NPCI, Supplier shall promptly deliver, at its own cost, to NPCI 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 Supplier or its representatives based on the Confidential Information and promptly certify such destruction.

14. PUBLICITY

14.1 The Supplier shall not, without the prior written consent of NPCI, use or permit the use of name, logos or any other intellectual property of NPCI. The Supplier shall not interact with media for any disclosure of findings or any information or otherwise discuss or make any reference to NPCI save and except as explicitly permitted in writing by NPCI.

14.2 In the event of termination of this PO for any reason, in cases where the Supplier deals with the customers of NPCI, NPCI reserves the right to reveal and publicize the information relating to such termination for the benefit of such customers of NPCI.

15. CYBER INCIDENT REPORTING:

15.1 Supplier acknowledges that the Government of India has declared the computer resources relating to certain products of NPCI as Critical Information Infrastructure of NPCI and the computer resources of its associated dependencies to be protected systems for the purpose of the Information Technology Act, 2000. In this regard, Supplier agrees and undertakes to report to NPCI the occurrence of all Cyber Incidents (defined below).

15.2 For the purposes of this clause, Cyber Incidents shall mean an attempted breach or breach in the information security systems of Supplier and or any unauthorised access to or breach in the information technology-based systems of Supplier, and shall include:

15.2.1 Targeted scanning or probing of critical networks or systems.

15.2.2 Unauthorised access of Information Technology systems or data

15.2.3 Defacement of website or intrusion into a website and unauthorised changes such as inserting malicious code, links to external websites etc.

15.2.4 Malicious code attacks such as spreading of virus/worm/Trojan/Bots/Spyware/ Ransomware/Crypto miners.

15.2.5 Attack on servers such as database, mail and DNS and network devices such as routers

15.2.6 Identity theft, spoofing and phishing attacks.

15.2.7 Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks

15.2.8 Attacks or malicious/suspicious activities affecting systems/servers/networks/ software/applications related to Big Data, blockchain, virtual assets, virtual asset exchanges, AI (Artificial Intelligence) & ML (Machine Learning), automation, robotics,

15.2.9 Data breaches

15.2.10 Data leaks

15.2.11 Attacks or incidents affecting digital payment systems.

15.2.12 Attacks through malicious mobile apps.

15.2.13 Unauthorised access to social media accounts

15.2.14 Attacks or malicious or suspicious activities affecting cloud computing systems, servers, software or applications.

15.3 In the event Supplier finds any malware and/or if any Cyber Incident occurs on the Supplier's IT systems, Supplier shall notify NPCI of the same, in writing and ensure the following:

15.3.1 The intimation of malware and Cyber Incident should be reported within 6 (six) hours of the detection of such incident.

15.3.2 Communication should be sent to csirt@npci.org.in

15.3.3 The communication should be clear and concise, providing all the necessary information about such incident, including the steps that are being taken to address the issue and minimize any potential damage.

15.3.4 The communication should clearly articulate about the impact it may have on NPCI, as well as any potential risks or vulnerabilities that may be exposed and perceived threats to Supplier' organization systems, data, or operations.

15.3.5 It should also provide guidance on what steps Supplier will take to protect themselves from any potential threats or vulnerabilities that may arise because of the incident.

15.3.6 Supplier agrees that any failure to comply with the above-mentioned obligation will constitute a material breach of the PO and NPCI will have the right in its sole discretion to terminate the PO immediately without any liability.

15.3.7 Additionally, without prejudice to NPCI's rights and remedies, NPCI has the right claim 1% of the total value of the PO for each event of failure of reporting a Cyber Incident by Supplier (as per clauses above) or claim a total amount of Rs 50,000 from Supplier whichever is higher.

16. Data Privacy and Information Security

16.1 If and to the extent that Supplier collects, uses, stores, accesses, hosts, records, transfers or otherwise processes (collectively "process" or "processing") any personally identified or identifiable information such as name, age, gender, email address, postal address, telephone number, government identification number, financial information, health information, biometric information, behavioural information or geolocation information, in any form that can be linked to specific individual ("Personal Information") as received by Supplier from or on behalf of NPCI or its affiliates or subsidiaries, employees, contractors, visitors, customers, clients, partners, sellers, merchants or other third parties or otherwise obtained in connection with the performance of its obligations under this PO ("NPCI's Personal Information"), Supplier agrees and covenants that Supplier shall:

16.1.1. comply with applicable data protection laws, circulars, rules and regulations governing the collection, use, protection, breach notification, retention, storage, disclosure, transfer or processing of Personal Information including but not limited to the Digital Personal Data Protection Act, 2023, Information Technology Act, 2000, the

Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, RBI Directive on Storage of Payment System Data, 2018 and IRDAI (Maintenance of Insurance Records) Regulations, 2015, including any requirements applying to storage or cross-border transfer of Personal Information outside India ("Applicable Data Protection Law");

16.1.2. Keep and maintain all NPCI's Personal Information in strict confidence and the obligation to protect NPCI Personal Information shall survive in perpetuity.

16.1.3. Process Personal Information solely for the purpose of performing its obligations as contemplated by this PO.

16.1.4. Not sell, rent, lease or otherwise make an unauthorized disclosure of NPCI Personal Information to any third party.

16.1.5. Implement and maintain appropriate physical, technical, and administrative safeguards designed to prevent any unauthorized or accidental access, unlawful destruction, alteration, disclosure or loss of such Personal Information ("Personal Data Breach").

16.1.6. in an event Supplier has reason to believe that a Personal Data Breach has occurred, Supplier shall promptly (and in no event more than six (6) hours after discovery of such Personal Data Breach) inform NPCI via both telephone and email with a copy to csirt@npci.org.in

16.1.7. not store or retain NPCI Personal Information except as necessary under Law or regulations to perform its obligations and securely return and destroy NPCI Personal Information within ninety (90) days of expiration or termination of this PO or sooner if requested by NPCI and provide written proof or certification of the same; and

16.1.8. at its sole expense provide NPCI with all necessary information, cooperation and assistance as required (including by appropriate technical and organizational measures, insofar as possible) to enable NPCI to comply with its obligations under Applicable Data Protection Law; and be responsible and liable to NPCI for all acts, errors or omissions of its Personnel. Supplier shall contractually require each of its Personnel to agree to same or no less stringent privacy and security obligations that apply to Supplier

16.2 To the extent that NPCI provides to Supplier any Personal Information in connection with this PO, such Personal Information is provided by NPCI on an "as is" basis with no warranty of any kind, and for the sole purpose of allowing Supplier to provide the Deliverables set out hereunder.

16.3 Supplier acknowledges and agrees that it has no ownership of, or right to use, NPCI Personal Information or any derivative works thereof other than as expressly permitted under this PO or as authorized by NPCI in writing. For the avoidance of doubt, Supplier has no right to copy, use, reproduce, display, perform, modify or transfer NPCI Personal Information or any derivative works thereof, except as expressly provided in this PO or as expressly authorized by NPCI in writing.

16.4 The Supplier shall ensure that all data or information related to the Services or the Deliverables, including any NPCI Personal Information, shall only be stored in India in accordance with all Applicable Laws.

16.5 NPCI shall have the right to assess the information/ cyber security capability of the Supplier to ensure that:

16.5.1. The Supplier maintains an information security policy framework commensurate with its exposure to vulnerabilities and threats under this PO;

16.5.2. Supplier shall maintain its information/cyber security capability with respect to changes in vulnerabilities and threats, including those resulting from changes to information assets or its business environment;

16.5.3. Nature and frequency of testing of controls by Supplier in respect of the Deliverables hereunder shall be commensurate with the materiality of the provision of Deliverables being provided hereunder; and

16.5.4. The Supplier shall mechanisms in place to assess the sub-contractors with regards to confidentiality, integrity and availability of the data being shared with the sub-contractors.

17. REPRESENTATION AND WARRANTIES

The Supplier represents and warrants that:

17.1 All Deliverables shall be procured, provided and/or maintained in a timely manner and in accordance with this RFP/ Purchase order.

17.2 The Deliverables shall meet the quality, standards, and specifications as required by NPCI and shall be free from defects, deficiencies and/or errors in operation, performance, workmanship, material and design.

17.3 Each batch of Hardware and Services relating to such batch shall conform to all the agreed Specifications as detailed under Exhibit 1 of this RFP and shall be free from defects and deficiencies for the Warranty Period set forth under Exhibit 1 of this RFP;

17.4 The provision and use of the Deliverables by NPCI shall not breach or violate any third-party agreements or rights.

17.5 All Deliverables provided under this RFP shall be free and clear of all liens, charges, security interests, encumbrances, claims, or other third-party rights

17.6 All Deliverables provided under this PO shall be suitable for their intended purpose and operate as intended.

17.7 It is the owner of, and has all requisite right, title and interest in or to the Deliverables provided under this PO and is fully competent to provide the Deliverables to NPCI in accordance with the terms of this PO.

17.8 The Deliverables shall not infringe or do anything which may or would, constitute an infringement or misappropriation of any intellectual property rights or other rights of any third party.

17.9 All information provided by the Supplier in any proposal, offer or other document in relation to the subject matter of this RFP, to the best of its knowledge is true, accurate and complete.

17.10 In discharging its responsibilities and obligations under this RFP/ Purchase Order it shall at all times comply with the policies of NPCI and all central, state, municipal and local laws, rules, statutes, orders, directives, regulations, directions, circulars, notifications, policies, codes of conduct and guidelines, including those which pertain to or apply to this PO, the Deliverables, NPCI, the Supplier, its business, employees or its obligations towards them, in each case as may be amended or substituted from to time to time.

17.11 It is conducting its business and operations in compliance with all laws, rules, regulations, notifications, directions or orders issued by any statutory and regulatory authority, as applicable to it.

17.12 it shall ensure that the Deliverables do not contain and will not introduce any forms of virus, harmful surreptitious code or other contaminants, including commands, instructions, devices, techniques, bugs, or web bugs, or other malware into the NPCI's Information Technology (IT) environment including any systems, software, equipment, materials, developed materials or website, or any systems, software, equipment, materials, developed materials, website or processes used to provide the Services or are contained in any Deliverables provided under this RFP/ Purchase Order. If any Malware is found to have been introduced into any of the items described above, Supplier shall promptly notify NPCI in writing of the introduction and at no additional charge to NPCI, assist NPCI in reducing the effects of the Malware program, and if the Malware program causes an interruption in the use of the Deliverables or any hardware or software owned or used by NPCI, a loss of operational efficiency or loss of data, at no additional charge to NPCI assist NPCI to the same extent to mitigate and restore such losses.

17.13 The Deliverables shall not contain any code that would have the effect of disabling or otherwise shutting down all or any Deliverables or any hardware or software owned or used by NPCI. With respect to any disabling code that may be an inalienable part of the Deliverables, Supplier represents and warrants that it shall not invoke such disabling code, nor permit any third party (including the manufacturer of the Hardware or any third-party software licensor) to invoke such disabling code, at any time without NPCI's prior written consent.

17.14 All Deliverables provided under this RFP/ Purchase Order shall be fully compatible with the hardware, solutions or software owned or used by NPCI, and shall, at minimum, process, transfer and otherwise interact with other components or parts of NPCI's hardware, solutions and services in a seamless and effective manner. Any enhancements, upgrades or maintenance provided shall be interoperable and compatible with NPCI's then existing system, equipment or software.

17.15 It has all permits, consents, approvals, licenses and authorisations for the grant of the rights granted herein and/or for the performance of Services and NPCI is not required to procure any such permits, consents, approvals, licenses, or authorisations.

17.16 It has the required qualified personnel to perform its obligations under this RFP/ Purchase Order.

17.17 No proceedings against it are pending or threatened (which the Supplier is aware of) which, if adversely determined against the Supplier will or is reasonably likely to have an adverse effect, on the financial condition, operations, or business of Supplier, on the ability of Supplier to perform and comply with its obligations under this RFP/ Purchase Order or on the validity, legality or enforceability of, or the rights or remedies of NPCI under this RFP/ Purchase Order.

17.18 It is validly incorporated and is in good standing in all jurisdictions where it carries on its business.

17.19 It has the corporate power and authority and has taken all corporate actions necessary to execute and deliver this RFP/ Purchase Order validly and to exercise its rights and perform its obligations validly under this RFP/ Purchase Order.

17.20 During any warranty period, the Supplier shall ensure that any defects are rectified at no additional cost to NPCI.

18. INTELLECTUAL PROPERTY RIGHTS ("IP")

18.1 Supplier agrees that NPCI shall exclusively own all Intellectual Property Rights in any deliverable(s) (including any customisations or modifications thereto) which are developed by Supplier for the installation, commissioning, integration and on-going operation of the Hardware and/or the provision of Services and in all materials created in the course of provision of the Services (whether completed or work in progress and in whatever form) (collectively "**NPCI Materials**"), immediately upon creation, as all such NPCI Materials are in the nature of 'work made for hire' created pursuant to a contract of service and commissioned and paid for by NPCI. It is expressly clarified that all third party tools and materials used by the Supplier shall be excluded from the applicability of this clause 18.1 unless the Supplier specifically commissioned such third party to create such material for use in the delivery of Hardware or Services and which was charged to NPCI, in which case the Supplier shall ensure that such third party materials will also become NPCI Materials immediately upon creation.

18.2 To the extent that any Supplier IP is required for the proper use and enjoyment of the Hardware, the

Supplier hereby grants NPCI and/or its affiliates a perpetual, irrevocable, non-exclusive, unrestricted, unlimited, royalty-free license, to use such Supplier IP in connection with the use, operation and maintenance of the Hardware on an on-going basis and to allow NPCI to derive the full benefit and enjoyment of the Hardware, even following the expiry or termination of this PO.

18.3 To the extent that the Intellectual Property Rights in NPCI Materials do not vest with NPCI in accordance with this PO or by operation of law, the Supplier hereby unconditionally, irrevocably and in perpetuity assigns all rights, title and interest anywhere in the world in such NPCI Materials to NPCI.

18.4 The Supplier acknowledges that NPCI or its designated assigns shall have the right to obtain and hold in their own name any Intellectual Property Rights in and to such NPCI Materials anywhere in the world. The Supplier shall provide such further assurances, take such action, and execute such further documents and instruments as NPCI may request in order to carry out the purposes of this clause and, in particular, to register or otherwise secure patent, copyright, trademark, service mark or other intellectual property protection in all countries as may requested by NPCI.

18.5 The Supplier shall cause its personnel to assign, transfer and convey any rights or execute any other documents as may be required to perfect NPCI's rights over NPCI Material. The Parties further agree that the failure of NPCI to exercise any rights over NPCI Materials as contemplated herein, shall not cause the assignment of any rights, as applicable, to lapse or constitute a waiver thereof.

18.6 In the event that the Intellectual Property Rights in NPCI Materials do not ipso facto vest with NPCI, in the manner contemplated in this Clause 18, the Supplier shall hold them in trust for NPCI until such rights shall be fully and absolutely vested in NPCI.

18.7 It is clarified that NPCI shall at all times own all right title and interest including Intellectual Property Rights in NPCI IP.

18.8 To the extent any NPCI IP is required for the provision of Services by the Supplier, NPCI shall grant a non-exclusive, limited, revocable, non-transferable license to the Supplier to use such NPCI IP or portion thereof as may be required by the Supplier solely for the purpose of effectively rendering Services in accordance with the terms of this RFP, during the Term.

18.9 Supplier agrees that all rights, title and interest of NPCI in and to its trade names, trademark, service marks, logos, products, copy rights and other Intellectual Property Rights shall remain the exclusive property of NPCI and the Supplier shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in this PO including any discoveries, improvements or inventions made by Supplier or its personnel pursuant to the PO shall either vest or shall be construed to vest any proprietary rights to Supplier. Notwithstanding, anything contained in this RFP, this clause shall survive indefinitely, even after termination, expiry or cancellation of this RFP/ Purchase Order.

19. INDEMNITY

19.1 Supplier shall indemnify, defend, protect and hold harmless NPCI, its affiliates and their respective directors, officers, staff, employees, personnel, representatives, agents and affiliates ("**NPCI Indemnified Parties**") from and against all claims (third party claims or otherwise), losses, costs, damages, expenses, actions, suits and other proceedings, (including reasonable attorney's fees), relating to or resulting from (i) any act or omission of Supplier, its affiliates and their respective personnel, employees, directors, officers, consultants, contractors, agents and other representatives, including negligence, misconduct or fraud of Supplier and/or its personnel, (ii) breach of the terms and conditions of the RFP/ Purchase Order by Supplier and/or its personnel, (iii) false statements by Supplier and/or its personnel, (iv) employment claims by the personnel of the Supplier, (v) claims arising due to infringement of intellectual property rights of third parties or breach of any other third party rights, (vii) death, personal injury or property damage attributable to acts or omission of Supplier and/or its personnel, (vi) violation of applicable laws including labour laws, laws related to information technology and intellectual property rights, (vii) the acts, omissions, default or negligence of the OEM, (viii) breach of confidentiality obligations contained herein by Supplier and/or its Personnel, (x) breach of the representations and warranties contained in this RFP/ Purchase Order, (xi) licensing terms or conditions of OEM which lead to imposition of any additional amount to NPCI for the Deliverables hereunder, over and above the pricing mutually agreed by the Parties, (xii) Supplier's failure to obtain such consents, permissions, approvals, licenses, etc., as may be necessary or required in connection with this RFP/ Purchase Order or for the conduct of their own business under any applicable law, government regulation/guidelines; (xiii) breach of or non-compliance with any terms and conditions prescribed by the OEM. NPCI reserves the right to participate and represent itself in any such claims or disputes raised by any third party.

19.2 Without prejudice to clause 19.1, should any Deliverables become, or in the Supplier's reasonable opinion be reasonably likely to become, the subject of a claim of infringement of any Intellectual Property Right, Supplier shall (at its own expenses and after informing NPCI in writing and taking into due account NPCI's written comments):

18.3.1. procure for NPCI the right to continue using such Deliverables; or

18.3.2. replace or modify the Deliverables to make it non-infringing without affecting its purpose or functionality; or

18.3.3. If Supplier can demonstrate to NPCI's reasonable satisfaction that it cannot do either of the above, remove the infringing or violating Deliverables and refund to NPCI the Fees received for such Deliverables and indemnify NPCI for any damage incurred.

20. LIABILITY

20.1 The maximum aggregate liability of NPCI to Supplier for claims, damages, losses, costs, actions and other proceedings arising out of or in connection with this RFP/ Purchase Order, regardless of whether made in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, shall be limited to any Fees that is due and payable to the Supplier.

20.2 Except for the Supplier's indemnification obligations hereunder, under no circumstances shall either Party be liable to the other for indirect, incidental, consequential, special or exemplary damages arising from this PO, even if such Party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

21. TERM AND TERMINATION OF PURCHASE ORDER

21.1 The term of the Purchase Order shall commence on the date of issuance of PO and shall be valid and in force until the completion of the Warranty Period, unless terminated earlier pursuant to the terms of the Purchase Order ("Term").

21.2 NPCI may terminate Purchase Order in whole or in part at any time for its convenience by giving 7 (seven) days' prior notice. The notice of termination shall specify that the termination is for convenience, the extent to which Supplier's performance under Purchase Order is terminated and the date upon which such termination become effective.

21.3 NPCI at any time may terminate the Purchase Order immediately by giving written notice to the Supplier, if the Supplier: (i) becomes subject to an Insolvency Event or (ii) enters into an agreement to be acquired by a competitor of NPCI.

21.4 NPCI may terminate Purchase Order immediately if Supplier breaches any obligation hereunder and if such breach is capable of remedy, has not cured such breach within 30 (thirty) calendar days from the date of notice by NPCI of such breach.

21.5 NPCI reserves its right to terminate the Purchase Order in the event of one or more of the following situations arising from the Supplier's repeated failures:

21.5.1 Delay in delivery of the Deliverables beyond the specified period as set out in the Purchase Order.

21.5.2 Serious discrepancy in the quality of Deliverable(s) expected during the Term of the PO.

21.5.3 If the Supplier fails on more than 3 occasions in a calendar year to maintain the SLA prescribed by NPCI.

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

21.6 NPCI reserves the right to require Supplier to rework under Purchase Order at no additional cost, in case of any serious discrepancy in the quality of Deliverables / Services provided by Supplier under Purchase Order.

22. EFFECT OF TERMINATION

22.1 On expiry or termination of this PO for any reason, the Supplier shall immediately deliver all the Deliverables (if applicable) and any Confidential Information to NPCI at such address as NPCI may notify, without retaining any copies.

22.2 On expiry or termination of Purchase Order,

21.2.1. NPCI shall, with respect to Deliverables that conform to the requirements and specifications contained in Purchase Order, and are not the subject matter of breach/default leading to the termination, pay to the Supplier that proportion of the undisputed Fee due in respect of Deliverables provided up to the date of termination. NPCI shall have a right to withhold any pending payments for any breach committed by Supplier.

(i) The Supplier shall: refund to NPCI any sums previously paid by NPCI to the Supplier in respect of any period after the date of termination or in respect of Deliverables provided prior to the date of termination but for which the Supplier is not entitled to charge (and NPCI shall be entitled to set off any sums so due to it against any sums which would otherwise be due to NPCI); and

(ii) if so, requested by NPCI, assist any NPCI, or such third party as NPCI may nominate, in the completion and hand-over of this PO, such assistance to be provided at the rates and on the terms of this PO and if specified in the PO, carry out the Termination Assistance as set forth in clause 23.

22.3 Expiry or termination of this PO shall not affect the accrued rights of the Parties. Notwithstanding termination, the following Clauses shall remain in full force and effect 18 (Intellectual Property Rights), 19 (Indemnity), 13 (Confidential Information), and 26 (Resolution of Disputes, Jurisdiction and Governing Law).

23. TERMINATION ASSISTANCE

23.1 Upon termination notice, Supplier shall continue the provision of Deliverables in accordance with this PO and cooperate with NPCI to transition the Deliverables to the successor of the Supplier to be appointed by NPCI upon expiry or termination of this PO ("**Replacement Supplier**"), including providing necessary information and assistance to the Replacement Supplier.

23.2 Supplier shall provide transition assistance for a period of 3 (three) months following the date of the termination or expiration of the PO, to ensure uninterrupted Services and facilitate the orderly transfer of Services to the Replacement Supplier, unless otherwise agreed.

23.3 Supplier shall provide Termination Assistance Services regardless of the reason for termination, at the agreed price. Except for the charges to be paid for Termination Assistance as detailed in this PO, no other charges shall be payable by the Supplier for such Termination Assistance.

Service quality shall not be degraded during the Termination Assistance period. Supplier shall maintain the same level of service and personnel.

23.4 Supplier acknowledges that failure to provide Termination Assistance would cause irreparable harm to NPCI, and such obligation may be enforced by injunction. “Termination Assistance Services” includes all necessary assistance that Supplier will provide to NPCI or Replacement Supplier, in order to ensure that the Services will continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to NPCI or a Replacement Supplier.

24. FORCE MAJEURE

24.1. If either Party is unable to perform its obligations under this PO due to a Force Majeure event, then notwithstanding anything contained in this PO, the Party affected shall not be liable for non-performance or delay in performance of its obligations contained herein if and to the extent that its non-performance or delay is the result of Force Majeure event and 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.

24.2. If a Force Majeure situation arises, unless otherwise directed by NPCI in writing, Supplier shall continue to perform its obligations under Purchase Order as far as possible. It is clarified that the obligation of NPCI to pay Fees under this PO shall stand suspended during the pendency of a Force Majeure event.

24.3. Each of the Parties agrees to give written notice forthwith to the other Party upon becoming aware of a Force Majeure event and the said notice must contain details of the circumstances giving rise to the Force Majeure event. If the Force Majeure event continues for more than twenty (20) days, NPCI shall be entitled to terminate the Purchase Order at any time thereafter by giving written notice to the Supplier.

25. RIGHT TO AUDIT

25.1 NPCI reserves the right to manage, supervise, review, monitor and provide direction to Supplier to ensure that it complies with the obligations and restrictions applicable to it under this PO.

25.2 NPCI and the regulator reserves the right to conduct audit/inspection/assessment/review of Supplier, and any of its subcontractors, including without limitation, the IT infrastructure, applications, data, books, records, logs, alerts and business premises, documents, and other necessary information given to, stored or processed by the Supplier and/ or its subcontractors in relation to the PO, to assess the Supplier’s financial and operational condition, ensure Supplier’s compliance with the terms of this PO, agreed SLAs, documentation, security controls undertaken in Purchase Order. The frequency and scope of audit shall be determined by NPCI or regulator in their sole discretion and the same shall be notified to Supplier prior to undertaking such audits and be conducted on mutually agreed terms. The audit/inspection/assessment/review of the Supplier or its subcontractors as aforesaid may be conducted by NPCI or regulator or by an independent third party appointed by the regulator, as the case may be, the details which will be shared with the Supplier. The scope of the inspection/assessment/review will include assessing adherence the Purchase Order or any other documentation signed between the Parties, implementation of baseline cyber security controls by the Supplier, to ensure error free operation, Supplier’s compliance to the requirement of any security incident reporting during the performance under the Purchase Order, adherence to security protocols, if any, agreed to in the Purchase Order. The cost of audit by NPCI will be borne by NPCI and NPCI shall endeavour to give reasonable prior notice to the Supplier before conducting the inspection/assessment/review. The assessment / inspection findings and any discrepancies or non-compliances unearthed in the audit shall be required to be addressed and rectified by the

Supplier within the timelines prescribed by NPCI.

25.3 NPCI reserves the right to seek information from the Supplier about the third parties engaged by the Supplier in its supply chain.

25.4 NPCI, as per its own discretion, may also rely upon globally recognised third-party certifications made available by the Supplier in lieu of conducting independent audits.

26 RESOLUTION OF DISPUTES, JURISDICTION AND GOVERNING LAW

26.1. All disputes or differences arising out of or in connection with this RFP/ Purchase Order between NPCI and the Supplier shall be settled amicably through good-faith negotiation between senior management of both Parties.

26.2. If such dispute is not resolved within 30 (thirty) days of commencing such negotiations, it shall be resolved exclusively by binding arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996 and the corresponding rules. The arbitral tribunal shall consist of a single arbitrator and the seat and venue of arbitration shall be Mumbai, India. The language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.

26.3. The decision of the majority of arbitrators shall be final and binding upon NPCI and Supplier. Each Party shall bear its own expenses in the arbitration and shall share equally the costs of the arbitration; provided, however, that the arbitrators may, in their discretion, award costs and fees to the prevailing party. The Parties acknowledge that the arbitral award pronounced by the single arbitrator shall be final and binding on the Parties. The Parties shall continue to perform their obligations hereunder during the pendency of dispute resolution.

26.4. This RFP/ Purchase Order shall be governed in all respects by the laws of the Republic of India without regard to its conflict of laws principles. Subject to clauses 24.1 to 24.3, the competent courts at Mumbai will have the exclusive jurisdiction over any matter arising under or in connection with this PO. Nothing in this PO and related documentation shall prevent either Party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive or other emergency or interim relief in relation to its intellectual property rights.

27 COMPLIANCES

27.1 The Supplier confirms to NPCI that it complies with and shall continue to comply with all central, state, municipal and local laws, rules, statutes, orders, directives, regulations, directions, circulars, notifications, policies, codes of conduct and guidelines, including those which pertain to or apply to this PO, the Deliverables, NPCI, the Supplier, its business, employees or its obligations towards them, in each case as may be amended or substituted from to time to time ("**Applicable Laws**") and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all Applicable Laws.

27.2 The Supplier confirms to NPCI that it shall be solely responsible for compliance with all applicable laws in connection with Supplier's personnel, including: (i) the payment of all compensation to the personnel in compliance with all applicable laws; (ii) the withholding of all applicable taxes from such compensation and the payment of all such withheld amounts to the appropriate agencies or authorities within the statutory timeline stipulated, and of all legally required payments including, but not limited to Income Tax, Provident Fund, gratuity, Employee State Insurance (ESI) and labour welfare fund contributions; and (iii) providing personnel with all benefits required by and under relevant law, including but not limited to Provident Fund, ESI, gratuity, bonus and maternity benefit and medical bonus, to the extent applicable. The Supplier shall allow NPCI and any regulatory authorities to verify books and registers in so far as they relate to compliance with the provisions of these labour legislations and shall provide on demand by NPCI and the regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. NPCI shall not be responsible for any claim or demand made by any personnel of the Supplier for their dues outstanding against the Supplier.

27.3 Supplier shall comply with NPCI's Third Party Risk Assessment (TPRA).

27.4 NPCI shall be entitled to terminate the Purchase Order forthwith, if NPCI determines that the Supplier has engaged in Corrupt Practice or Fraudulent Practice in competing for, or in executing the Purchase Order.

27.5 The Supplier shall maintain in place throughout the Term, its own policies and procedures to ensure compliance with applicable anti-corruption and anti-bribery laws and will enforce them as appropriate.

28 ASSIGNMENT AND SUB-CONTRACTING

28.1. Supplier may not charge or assign its rights nor subcontract its obligations without NPCI's prior written consent. Even if consent is given pursuant to this clause, no sub-contracting by Supplier shall relieve Supplier from any liability or obligation under Purchase Order and Supplier shall be responsible for the acts, omissions, defaults or negligence of any subcontractor, its agents or Personnel as if each were the acts, omissions, defaults or negligence of Supplier. Supplier shall ensure that all rights, duties and obligations that Supplier has under Purchase

Order shall be included in any contract that Supplier has with any such subcontractor.

28.2. NPCI may at any time assign, transfer or deal in any other manner with any or all of its rights and obligations under Purchase Order.

29 ADDRESSES FOR NOTICES

Following shall be address of NPCI for Notice purpose:

Managing Director & CEO
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

30 GENERAL

30.1. If any of the terms and conditions under this PO is held invalid, illegal or unenforceable, this will not affect the validity, legality or enforceability of the other terms and conditions under this PO.

30.2. Headings have been given for reference only and shall not affect or restrict the construction of the terms and conditions of this PO.

30.3. The failure or delay of a Party to exercise or enforce any right under this PO shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

30.4. Any notice given under this PO shall be in writing and shall be served by delivering the notice personally, or by sending it by registered post, to the address for each Party set out at the head of this PO or such other address as either Party notifies to the other from time to time. Any such notice shall be deemed to have been received if delivered personally at the time of delivery, if delivered by and if delivered by registered post within 7 (seven) days from the date of posting.

30.5. Any additional or different terms stated by Supplier in any proposal, quotation, confirmation, acknowledgment, invoice, or otherwise shall be of no force and effect, and no course of dealing, usage of trade, or course of performance shall be relevant to explain or supplement any term expressed in this PO.

30.6. The Supplier agrees not to hire or solicit (either directly, indirectly, or through a third party) any employees of NPCI directly involved in Purchase Order during the Term and one year thereafter. The above restriction shall not apply to the Supplier for hiring such personnel who (ii) independently respond to any public advertisement placed by either Party or its affiliates in a publication of general circulation; or (iii) have been terminated by NPCI prior to the commencement of employment discussions with the Supplier.

30.7. NPCI may in its discretion assign or transfer any or all of its rights and obligations under this PO. Supplier shall not assign, transfer or offer as security any right or interest or delegate any obligation arising under this PO without NPCI's written approval.

30.8. Supplier shall provide the services to NPCI as an independent contractor and this PO shall not constitute, create or give effect to joint venture, principal/agency relationship, partnership relationship, employer/employee or formal business organization of any kind. Except as expressly provided in this PO, Supplier is not an agent of NPCI and has no right, power or authority, expressly or impliedly, to represent or bind NPCI as to any matters.

30.9. All correspondences and other documents pertaining to this RFP/ Purchase Order shall be in English only.

30.10. This forms the entire agreement between the parties in relation to PO. It replaces any earlier terms and conditions, agreements, representations or discussions.

30.11. All the terms and conditions of this RFP Purchase Order shall be final and binding on the parties and shall have full force of a legal agreement.

Exhibit-1 to General Terms & Conditions
DELIVERABLES

1. DELIVERABLES

1.1 The bidder shall provide following deliverables:

The selected bidder shall deliver the following:

- Fully Functional CKMS Platform
  - Centralized CKMS with integrated HSMs deployed across NPCI's DC and DR sites.
- Implementation and Integration Documentations
  - High-Level Design (HLD)
  - Low-Level Design (LLD)
  - Network and data flow diagrams
  - Configuration and deployment guides
  - API specifications and integration procedures
- Key Lifecycle and Certificate Management Policies
  - Key generation, rotation, archival, and destruction
  - Certificate issuance, renewal, and expiry monitoring
  - Secure storage and access controls
- Compliance Checklist
  - Mapped checklist demonstrating adherence to:
  - FIPS 140-2/3 standards
  - RBI and PCI DSS guidelines
  - Other applicable regulatory frameworks
- Sustenance Support Plan with SLAs
  - 24x7x365 technical support
  - Deployment of three onsite resources
  - Defined SLAs for incident response, resolution, and uptime
- Training and Onboarding Materials
  - OEM-led training sessions
  - Technical manuals
  - User and administrator guides
  - Troubleshooting documentation
  - Resumes of implementation team members
- Project and Monitoring Reports
  - Initial report one-month post-deployment
  - Fortnightly monitoring reports
  - System diagnostics and health check summaries
  - Anomaly detection and alerting configurations

Note:

- Bidders/ OEM shall comply to EOS/ EOSL Exhibit 1 clause#3 of this RFP
- Bidders/OEM shall propose equivalent options as requested above or confirm non-availability of such options for each type.

1.2 **DELIVERY ADDRESS**:

National Payments Corporation of India,
Plot No. 6/D-6, SIPCOT IT Park,
Siruseri, Chennai – 603103, Tamil Nadu
GSTIN : 33AACCN9852G1ZC

National Payments Corporation of India
Survey No.205/1(P) & 205/5 (P),

Narsingi Village, Gandipet Mandal,
Rangareddy District, Hyderabad
Telangana – 500075

National Payments Corporation of India,
National Payments Corporation of India C/O STT,
Tiruvalluvar satellite Earth Station, No.226,
5th Floor, Red Hills Road, Kallikuppam, Ambattur, Chennai – 600053

National Payments Corporation of India,

Sify Rabale Campus, Tower 5, Industrial Area,
MIDC Industrial Area, Sector 2, Rabale,
Navi Mumbai, Maharashtra, 400701.

1.3 DELIVERY SCHEDULE:

Delivery, installation & commissioning of Cryptographic Key Management Solution (Hereinafter referred as "hardware") should be completed within 6 weeks from the date of receipt of purchase order.

- Delivery of hardware should be within 6 weeks.
- Installation & commissioning should be completed in next 4 weeks. (Unless NPCI infra readiness not completed). The installation certificate for each installation should be signed by NPCI and the bidder.
- Installation Certificate for each installation should be signed by NPCI and the bidder

2. WARRANTY PERIOD

The Hardware shall have Six (6) **years** comprehensive warranty support starting from the date of Acceptance post installation of the Hardware by NPCI with back-to-back support from the OEM.

3. END OF SALE AND SUPPORT

3.1. End of Sale (EOS):

3.1.1. The Supplier confirms that Deliverables are not declared End of Sale (EOS) on the date of this PO or will not reach EOS within 12 months from the date of the PO. The Supplier will notify NPCI about any such declaration / announcement from respective OEMs as set out in this clause.

3.1.2. The Supplier shall provide notice of any communication in regard to end the sale (EOS) of the Deliverables at least 6 (six) months prior to the EOS date.

3.1.3. In the event of such EOS announcement by respective OEM, NPCI at its sole discretion may place purchase orders for such Deliverables up to 3 (three) months before the EOS date if the Supplier is not in a position to make available alternate model (with equivalent or higher functionality).

3.2. End of Support Life:

3.2.1. The Supplier guarantees the provision of Support Services, including maintenance, updates, and assistance without any change in service level agreement mentioned in this Purchase Order, for a minimum period of **6 years** from the date of delivery and accordingly EOSL date cannot fall within this period.

3.2.2. The Supplier will notify NPCI at least 12 (twelve) months before the end of support life (EOSL), outlining available options for continued support or migration to new solutions.

3.3. TRANSITION ASSISTANCE:

In case of any non-compliance with clause 3.1 and/or 3.2, Supplier shall:

3.3.1. At no additional cost, ensure that it makes suitable alternate provisions as required by NPCI without compromising the performance parameters till such time not exceeding 12 (twelve) months from the date of EOSL to help NPCI make alternate arrangements.

3.3.2. Provide all assistance and documentation required by NPCI to facilitate a smooth transition to alternative solutions with same OEM/ any other OEM without any additional cost to NPCI.

3.4. <u>REMEDIES:</u>

3.4.1. In case of the scenarios as per clause 3.1 and/or 3.2 wherein equipment reaches EOS/ EOSL within period mentioned in respective clauses, Supplier commits that in respect of such deployment, it shall provide the equivalent or higher replacement at no additional cost to NPCI.

3.4.2. In the event, the Supplier defaults in complying to provisions of this clause, NPCI shall be entitled to receive the refund of amount already paid to Supplier in addition to other remedies including cancellation of PO or revocation of PBG or debar Supplier and OEM from further participation.

Exhibit 2 to General Terms & Conditions

Commercial Terms and Conditions

1. FEES/PRICE SCHEDULE (DETAILED BILL OF MATERIAL AND PRICES)

As detailed in **Annexure – N.**

2. PAYMENT TERMS

2.1. Payment Milestones:

Sr No.	Particulars	Milestone
A	Cryptographic Key Management Solution Hardware Appliance	
A.1	within 30 days from receipt of correct and undisputed invoice raised after delivery and acceptance of the Hardware along with necessary supporting documents along with Hardware delivery report duly signed by NPCI officials.	90%
A.2	within 30 days from successful installation of Hardware and acceptance of the Services along with necessary supporting documents and Hardware installation report duly signed by NPCI officials	10%
B	On-Site Support	Monthly in arrears
C	Implementation/ Installation	
C.1	within 30 days from receipt of correct and undisputed invoice raised after successful implementation of Hardware and acceptance of the Services along with necessary supporting documents and Hardware installation report duly signed by NPCI officials	100%

2.2. Payment shall be made by NPCI within 30 (thirty) days from the receipt of a correct and undisputed invoice and necessary supporting documents/certificates required by NPCI.

2.3. In the event there is any discrepancy in the invoice and/or any in case of any incorrect invoice sent to NPCI by Supplier, in such event the Supplier shall be informed by NPCI to send a rectified invoice. The payment of such rectified invoice shall be made within 30 (thirty) days from the date of receipt of the corrected invoice by NPCI.

2.4. The invoice shall contain all details regarding PAN and registration number for GST.

3. PERFORMANCE BANK GUARANTEE:

3.1. Supplier shall, within 14 (fourteen) working days of receipt of this Purchase Order, submit a Performance Bank Guarantee (“PBG”) equal to 10% of total value of the Purchase Order (“PBG Value”), valid for the Term of the PO/ Warranty. The PBG shall, have a claim period of **12 months** from the date of expiry of the validity period of the PBG, as per statutory provisions in force. Supplier shall furnish the PBG as per the format prescribed in **Annexure A3**. In case Supplier is not in a position to submit the PBG for any reason, Supplier shall submit a demand draft drawn in favour of NPCI for an amount equivalent to the PBG Value or electronically transfer an amount equivalent to the PBG Value for credit in NPCI’s account. Details of the NPCI’s bank account will be furnished on request.

3.2. NPCI reserves the right to invoke PBG in case of breach of any of the terms or conditions of the Purchase Order or in case of deficiency in the Deliverables provided by Supplier. A letter from NPCI stating that there has been breach of the terms or conditions of the Purchase Order or deficiency in Deliverables shall be sufficient to invoke the PBG. In case Supplier 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 Supplier. Such withholding of amounts shall not be considered as a breach of NPCI’s obligations under this PO.

Exhibit 3 to General Terms & Conditions
SERVICE LEVEL REQUIREMENTS

Part I: Service Level Agreement:

1.1. Successful Bidder shall meet or exceed and shall ensure that the OEM meets or exceeds the Service Level Agreement ("**SLA**") provided in the table below. NPCI in its sole discretion reserves the right to determine the priority, classification or severity of any issue raised with the Successful Bidder.

1.2. Notwithstanding anything to the contrary herein:

1.2.1. Parties agree that the Successful Bidder shall be responsible for any breach of the SLAs by the OEM.

1.2.2. The provision of any Services by the OEM shall not relieve Successful Bidder from any liability or obligation under the Purchase Order and Successful Bidder shall times be responsible for the acts, omissions, defaults or negligence of the OEM and its affiliates, and their respective employees, staff, directors, personnel, representatives, agents, contractors, and consultants as if each were the acts, omissions, defaults, or negligence of the Successful Bidder.

1.2.3. Successful Bidder shall promptly, and in any event within the timeframe specified by NPCI: (a) respond to and resolve any issues raised by NPCI; and (b) provide such information, documentation and reports as may be required by NPCI.

1.3. The term "penalty" as used in this clause shall be read to mean SLA credits and not a penalty. The SLA credits shall not limit or preclude the NPCI's right to recover, in accordance with the Purchase Order, other damages incurred by NPCI, or to seek other remedies to which it may be entitled hereunder as a result of such failure, provided, however, that the amount of any damages that NPCI is entitled to receive for such failure shall be offset by the amount of SLA credits paid to NPCI by Successful Bidder. Successful Bidder acknowledges that SLA credits are not in the nature of liquidated damages or penalties but compensate NPCI for the diminished value of the Deliverables.

Sr. No.	SLA parameter	Details of SLA				
1	99.999% uptime	Any device/Hardware that are reported by NPCI to the Supplier with an issue on a given date shall be repaired / replaced with identical or higher configuration at no extra cost to NPCI so as to ensure minimum downtime				
		24 * 7 Support for warranty				
		Unlimited number of support requests				
		Telephonic/ Fax / online or email support				
2	Response & Resolution as per severity mentioned in the Description	Incident severity	Impact	Description	Response Time	Resolution Time
		P1	Critical	System Down - Unable to perform any business operation	2 Hrs	4 Hrs
		P2		Major Disruption - Significant impact on business applications	2 Hrs	6 Hrs
		P3	Minor	Minor Disruption - Low impact on business applications, may be enhancement	4 Hrs	Same day
		P4	Low	Question / request for information / administration queries	Same business day	Next business day
3	Part replacement	Within 4 Hrs from the time Supplier authorizes issuance of Return Merchandise Authorization				

1.4 Penalty on non-adherence to SLAs:

The penalty for breach of SLAs is as per below table:

Sr. No.	SLA parameter	Details of SLA					Frequency	Penalty
1	99.999% uptime	Any device/Hardware that are reported by NPCI to the Supplier with an issue on a given date shall be repaired / replaced with identical or higher configuration at no extra cost to NPCI so as to ensure minimum downtime 24 * 7 Support for warranty Unlimited number of support requests Telephonic/ Fax / online or email support					Monthly	Rs. 5,000/- or 0.10% of the total value of the PO whichever is lower for every reduction of 0.1% in uptime.
2	Response & Resolution as per severity mentioned in the Description	Incident severity	Impact	Description	Response Time	Resolution Time		
		P1	Critical	System Down – Unable to perform any business operation	2 Hrs	4 Hrs	Monthly	Rs. 3,000/- or 0.10% of the value of the PO whichever is lower per incidence, separately for response and resolution
		P2		Major Disruption - Significant impact on business applications	2 Hrs	6 Hrs	Monthly	Rs. 2,000/- or 0.10% of the value of the PO whichever is lower per incidence, separately for response and resolution
		P3	Minor	Minor Disruption - Low impact on business applications, may be enhancement	4 Hrs	Same day	Monthly	Rs. 1,000/- or 0.10% of the value of the PO whichever is lower per incidence, separately for response and resolution
		P4	Low	Question / request for information / administration queries	Same business day	Next business day	Monthly	Not Applicable
3	Part replacement	Within 4 Hrs from the time Supplier authorizes issuance of Return Merchandise Authorization					Monthly	Rs. 3,000/- or 0.10% of the PO value whichever is lower for every reduction of 0.1% in uptime

Maximum penalty will be capped at 10% of the PO value.

Part II: Detailed Scope of Work for AMC/Warranty (Inclusions and Exclusions)

A. **<u>In warranty support/ AMC support for Hardware:</u>**

1. The successful bidder shall commit to provide comprehensive on-site maintenance for the hardware with back-to-back support with the OEM, during the warranty period.
2. Bidder shall also update necessary OS, Patches and should support the hardware and the software for the warranty period.
3. The upgrades, new releases (Minor/major) versions, bug fixes etc. for the hardware and system software will be supplied to NPCI at no extra cost, with the necessary documentation.
4. Bidder shall implement all software updates, new releases & version upgrades on the supplied components during the warranty period. 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.

Bidder guarantees the whole of the Deliverable(s) against any defects or failure, which arise due to faulty materials, workmanship or design (except materials or design furnished by NPCI). If during the AMC period any Deliverable(s) are found to be damaged or defective or not acceptable, they shall promptly be replaced or rectified /re-furnished or rendered by Bidder at its own cost (including the cost of dismantling and reinstallation) on the request of NPCI and if removed from the Site for such purpose, Bidder has to provide standby goods till the original goods are repaired or replaced / re-furnished, rendered. All goods shall be removed and re-delivered to NPCI by Bidder at its own cost

Section 9 - Technical Specifications

S.NO	Features / Description	Compliance Good to have / Must have
1	Cryptographic Capabilities	
1.1	The solution must support full key lifecycle operations, including secure key generation, storage, rotation, archival, and destruction (CRUD operations).	Must Have
1.2	The solution must support AES (128-256), ARIA,ECC(224-512), HMAC , SEED, TDES, RSA (1024-4096) and the Crypto mode (CBC, CBC-CS1,ECB,GCM) etc.	Must Have
1.3	The solution must support asymmetric encryption algorithms including RSA (2048/3072/4096-bit) and ECC (P-256, P-384).	Must Have
1.4	The solution must support use cases such as password encryption, API key protection, application secrets, and digital signatures.	Must Have
1.5	The solution must support NIST-recommended PQC algorithms.	Must Have
1.6	The solution must integrate with Quantum Secure Random Number Generators (QRNG) and Cryptographically Secure Pseudo-Random Number Generators (CSPRNG) for key generation.	Must Have
1.7	The solution must support Format-Preserving Encryption for structured data formats.	Good to Have
1.8	The solution must include a tokenization engine with a secure and auditable token vault.	Good to Have
1.9	The solution must support custom key attributes including usage constraints, expiry policies, and metadata tagging.	Must Have
1.10	The solution must support standard key derivation functions including HKDF, PBKDF2, and bcrypt.	Must Have
1.11	HSM should support Full Suite B implementation with fully licensed Elliptic Curve Cryptography (ECC) out of the box, RSA, DSA, Diffie-Hellman, ECDSA, ECDH, Ed25519, ECIES with named, user-defined and Brainpool curves, KCDSA, Digital Wallet Encryption: BIP32, 5G Cryptographic Mechanisms for Subscriber Authentication: Milenage, Tuak, and COMP128	Must Have
1.12	HSM should provide support for all the mentioned symmetric and asymmetric cryptographic algorithms out of the box without the need of any separate license	Must Have
2	Interface and Integration Support	
2.1	The solution must support REST APIs for encryption, decryption, digital signing, and key access.	Must Have
2.2	The solution must support integration with PKCS#11, KMIP, Java Cryptography Extension (JCE), and Microsoft Cryptography API: Next Generation (CNG).	Must Have
2.3	The solution must support integration with leading Hardware Security Modules (HSMs), (e.g. Thales, Entrust, and Utimaco).	Must Have
2.4	The solution must integrate with enterprise identity providers such as LDAP, Active Directory (AD), Single Sign-On (SSO), and Multi-Factor Authentication (MFA).	Must Have
2.5	The solution must provide Command Line Interface (CLI) tools and Software Development Kits (SDKs) for application and DevOps integration.	Good to Have
2.6	The solution must support integration with cloud-native Key Management Services including AWS KMS, Azure Key Vault, and Google Cloud KMS.	Optional
2.7	The solution must support native integration with database encryption plugins such as Oracle TDE, SQL Server, MariaDB, Postgres and MongoDB.	Must Have
2.8	The solution must support secure API authentication mechanisms including OAuth 2.0, JSON Web Tokens (JWTs), and API keys.	Must have

2.9	The solution must support integration with enterprise secret management systems including HashiCorp Vault, CyberArk, and AWS Secrets Manager.	Optional
2.10	The solution must support secure migration of cryptographic keys from existing CKMS platforms.	Must have
3	Key Management and Security Controls	
3.1	The solution must provide a centralized administrative console with Role-Based Access Control (RBAC).	Must Have
3.2	The solution must support fine-grained access policies for key usage, including user, application, and operation-level controls.	Must Have
3.3	The solution must support multi-tenancy or logical key separation by application, department, or business unit.	Must Have
3.4	The solution must support both automatic and manual key rotation policies.	Must Have
3.5	The solution must support key versioning, restoration of previous key versions, and secure key escrow mechanisms.	Must Have
3.6	The solution must support cryptographic shredding for secure key deletion.	Must Have
3.7	The solution must support secure key wrapping and unwrapping using NIST-approved algorithms such as AES-KW and RSA-OAEP.	Must Have
3.8	The solution must enforce policies for key expiry, maximum usage count, and cryptoperiod management.	Must Have
3.9	The solution must support just-in-time (JIT) key provisioning with automatic expiry for ephemeral workloads.	Good to Have
4	Audit, Monitoring, and Logging	
4.1	The solution must support immutable and tamper-proof logging for all key-related operations.	Must Have
4.2	The solution must support export of audit trails in standard formats including JSON, Syslog, and CSV.	Must Have
4.3	Solution must support SNMPv2, SNMPv3 & The system shall be capable of logging security events, audit logs with Remote Syslog servers.	Must Have
4.4	The solution must provide near real-time alerting for unauthorized access attempts, operational failures, and policy violations.	Must Have
4.5	The solution must comply with logging standards mandated by regulatory bodies such as RBI and PCI DSS.	Must Have
4.6	The solution must maintain detailed audit trails capturing who accessed which keys, when, and for what purpose.	Must Have
4.7	The solution must support integration with national-level cyber reporting systems including CERT-IN and RBI-SOC.	Optional
4.8	The solution must support real-time anomaly detection through integration with User and Entity Behavior Analytics (UEBA) and Security Information and Event Management (SIEM) platforms.	Good to Have
4.9	The solution must provide the full range of logs and reports you need for fast compliance reporting, including a per-cloud operational logs and a range of pre-packaged key activity reports and it should have a seamless SIEM Integration. The solution should support Syslog Formats CEF, LEEF, RFC 5424	Must Have
4.10	The solution must provide automated & customizable real-time event alert mechanism.	Must Have
4.11	HSM Monitoring - Storing of event-based audit logs and standard mechanisms for viewing logs. Should support SNMP, Syslog	Must Have
5	Architecture and Deployment (System Requirements)	
5.1	The solution must support High Availability (HA) and should be deployable in an Active-Standby & Active-Active in both DC and DR Environments	Must Have
5.2	The solution must support containerized deployment models using Docker and Kubernetes.	Must Have
5.3	The solution must be scalable to support large volumes of key requests and concurrent connections.	Must Have

5.4	The solution must support API rate limiting and throttling to ensure fair usage and prevent abuse.	Good to Have
5.5	The solution must support multi-data center (Multi-DC) and geo-redundant deployments.	Must Have
5.6	The solution must support role-based deployment views and delegated administration across business units or tenants.	Good to Have
5.7	The solution must support secure offline key import and export using envelope encryption or secure packaging mechanisms.	Must Have
6	Physical Characteristics & Certifications	
6.1	Key Management Platform should be available as both Virtual and Hardware form factor directly from OEM and the Key Management Platform should be at least FIPS 140-2 Level 1 Certified and the FIPS certification in the name of OEM. The virtual appliance should support private cloud VMware, Microsoft Hyper-V, OpenStack as well as marketplace images for the public cloud AWS, Microsoft Azure, Oracle and Google Cloud Enterprise. Also it should support centralized key management across hybrid, single- and multi-cloud environments, including key discovery, management of native cloud keys and automated key rotation with High Availability	Must Have
6.2	The master keys must be stored in a FIPS 140-3 Level 3 certified HSM which would act as a "Root of Trust". The solution should be certified for BIS (India) for proposed model/BSI AIS 20/31 compliant.	Must Have
6.3	The proposed HSM should provide Protection against physical attacks through the monitoring of voltage and temperature (and abortion of any operation if voltage or temperature outside the expected range)	Must Have
6.4	HSM should have Detection of cover removal in addition to Alarm triggers for motion, voltage and temperature	Must Have
6.5	The appliance and HSM cryptocard should be from the same OEM only and not as a bundled or assembled device.	Must Have
6.6	HSM should be configurable to communicate only with authenticated servers using strong cryptographic technique and the secure channel should be terminated at the cryptographic processor and not to the HSM chassis.	Must Have
6.7	HSM Host Interface: Should have at least 4x1 Gigabit Ethernet ports with port bonding. Should have IPv4 and IPv6 support	Must Have
6.8	HSM should have FIPS 140-3 Level 3 and Common Criteria EAL4+ certification with certification in the name of OEM (Proposing third party FIPS 140-3 L3 certification will not be considered)	Must Have
6.9	The FIPS 140-2 certifications of the proposed KMS appliance should be in the name of OEM.	Must Have
6.10	Proposed HSM should be from the same OEM as the KMS solution so that there is seamless integration	Must Have
7	Platform Specifications and Operational Requirements	
7.1	The solution must support management of at least 50,000 Keys.	Must Have
7.2	The solution must support a minimum throughput of 1000 Requests Per Second (RPS), Vendors must provide validated performance benchmarks demonstrating the system’s ability to sustain this load under peak conditions, with provisions for horizontal scalability and low-latency response times.	Must Have
7.3	The solution must support a minimum of 10,000 concurrent sessions without performance degradation.s	Must Have
7.4	The solution must support scalable storage and management of cryptographic keys and secrets, with capacity for millions of entries.	Must Have
7.5	The solution must not impose limitations on the number of namespaces, folders, or logical partitions used for organizing keys and secrets.	Must Have
7.6	The solution must support comprehensive logging capabilities, including:	Must Have

	Audit logs (key operations, access control events) Access logs (user and system access) API logs (request/response metadata) Operational logs (system events, configuration changes) Error logs (failures, exceptions)	
7.7	The solution must support health checks and system diagnostics for operational monitoring.	Must Have
7.8	The solution must support integration with enterprise backup solutions for secure and scheduled backup of keys, configurations, and logs.	Must Have
7.9	Proposed HSM should support - Windows, Linux, AIX, & Solaris. Virtual: VMware, Hyper-V, Xen, KVM	Must Have
7.10	The solution should have the capability for providing the Transparent encryption software agent for Block Cipher encryption. Should support operating systems like AIX, SUSE Linux, RHEL, CentOS, Windows. The encryption software module should be FIPS 140-2 level 1 certified with OEM name in the certification.	Must Have
7.11	The Platform should have administrative interfaces like Secure Web, CLl, SOAP, REST and API Support – REST, KMIP, JCE, .NET, MSCAPI, MS CNG.	Must Have
7.12	The Transparent encryption software should provide encryption capability without having dependence on the native encryption offerings such as from Hypervisor, storages, databases etc. Software must have Application Whitelisting feature to prevent Ransomware attacks. and should provide Blocking of Untrusted Binaries.	Must Have
7.13	The solution should be capable of providing External Key management in case native encryption for the databases (MS SQL Server, Oracle) is being used	Must Have
7.14	Key Management Solution should provide Transparent Encryption for large-scale high-performance file system encryption - including specific support for Oracle, Teradata, Pure Storage and SAP HANA etc	Must Have
7.15	The proposed Encryption solution should be officially supported by SAP HANA (relevant documentation need to be submitted)	Must Have
7.16	The solution shall provide an option of BYOE (Bring Your Own Encryption) solution for Docker images and Volumes, Multiple Databases (Oracle, MSSQL, MongoDB, PostgreSQL), and Unstructured Data. This BYOE option should provide strong transparent encryption and access control without the need of application modifications.	Must Have
7.17	The solution should data at rest encryption capabilities for any type of SQL or noSQL database	Must Have
7.18	The same appliance should support Built in Data Discovery and Classification with both agent as well as agentless discovery of sensitive PII data using pre-built and customized templates including detection of datatypes within images with OCR feature.	Must Have
7.19	The solution should be capable of providing Centralized cloud key management for various cloud such as AWS, Azure, GCP, OCI, Salesforce, SAP from a single browser window, including across multiple accounts or subscriptions. It should have automated scheduled key rotation and expiry via a simple GUI	Must Have
7.20	Full cloud ecosystem support- application integration and compatibility with BYOK APIs of AWS, Google, Azure, OCI. Integrate with their Key Management Services of CSP to create multiple use cases managed from the same platform	Must Have
7.21	The solution support separate key management from CSP provider-controlled encryption, this key management component should be fully managed and owned by the organization	Must Have

7.22	The solution should support Cloud key lifecycle management with built-in automation, and it should support centralized multicloud native key management	Must Have
7.23	The solution should support AWS External Key Store (XKS), Google Cloud External Key Management (EKM), Google Cloud ubiquitous data encryption. Google cloud coordinated keys life cycle management through VPC connection.	Must Have
7.24	The solution should support Hold Your Own Key (HYOK) services to enable organizations to control the keys used to encrypt their data for the cloud service provider	Must Have
7.25	The solution should provide Domain Anchored HSM capability so that organizations can ensure the root of trust ownership by Bring your own root of trust (Bring Your Own RoT)	Must Have
7.26	The solution should support selection of an external FIPS 140-3 level 3 certified Key Source for generation, storage and backup.	Must Have
7.27	The solution shall support key synchronization across multiple CSP's along with the ability to support automated scheduled key rotation and key expiry through GUI or API.	Must Have
7.28	The System shall support Key Management Interoperability Protocol (KMIP) version 1.4 or above. The backward compatibility of communication with other source systems shall also be ensured.	Must Have
7.29	The solution should offer user based as well as certificate-based authentication.	Must Have
7.30	The KMIP profiles shall cover basic and advance cryptography for client and servers along KMIP storage array with self-encrypting drives for storage.	Must Have
7.31	Solution must have Application Whitelisting feature to prevent Ransomware attacks. Solution should Block Untrusted Binaries from Encrypting Data or copying data.	Must Have
7.32	Solution should Identify “trusted applications” – binaries which are approved to perform encryption/decryption of business-critical files.	Must Have
7.33	Should support the capability to run custom code securely inside the HSM	Must Have
7.34	HSM RSA Signing performance (RSA 2048) - Should be minimum 1000 TPS	Must Have
7.35	The solution shall support KMIP Tape library, symmetric & asymmetric key lifecycle for client and server profile.	Must Have
7.36	Solutions should support Tokenization capabilities - Vaulted and Vaultless deployment which support (Dynamic and static tokenisation) and dynamic data masking	Must Have
7.37	HSM should be PQC ready with the capabilities to evaluate Kyber key generation and encapsulation functions as well as the hash-based HSS, XMSS and XMSSMT (Multi-tree), and the Dilithium signing operations.	Must Have
7.38	HSM should be able to integrate with external QRNG appliances following the required industry standards	Must Have
7.39	The KMS solution should have capabilities to store certificates and provide expiry alert notifications	Must Have
7.40	The solution should have capabilities to encrypt any kind of secret like credentials via REST based APIs, and manage the encryption key lifecycle securely	Must Have
8	Safety and environmental compliance	
8.1	Proposed HSM should comply to standards - RoHS2, UL, CE, FCC, VCCI, C-TICK, KC Mark, TAA & CSA, India BIS [IS 13252 (Part 1)/IEC 60950-1]	Must Have
9	Key Lifecycle Management	
9.1	The System shall support secure key destruction to ensure keys could not be recovered by anyone.	Must Have

9.2	The System shall support the backup of keys. The same level of protection as the original keys shall be accorded to the backups. The solution shall support backward & forward compatibility while restoration	Must Have
9.3	The solution shall monitor the entire lifecycle of the keys and shall have the capability of proactive notifications to the stakeholders before the expiry/rotation or any other such events via Email and SMS	Must Have
9.4	Within HSM, the Keys remain securely inside the FIPS 140-3 Level 3 validated cryptography boundary throughout the key lifecycle	Must Have
9.5	HSM should support secure key backup and recovery process direct on hardware device, not to file in any form. Backup Hardware should be FIPS 140-2 Level 3 (with certification in name of OEM)	Must Have
10	OEM Support and & Local Presence in India	
10.1	OEM technical support should be centralized helpdesk web portal as well as customer care center telephone number for attending user complaints. The OEM help desk and customer care Centre should be based out of India and should operate 24*7*365 with subscription and maintenance services for the solution	Must Have
10.2	OEM should have presence in India at least from last 10 Years and should be supplying the products in India for more than 10 years.	Must Have
10.3	OEM should be a registered company in India and should have their own warehouse within India	Must Have
10.4	OEM should have Professional Services team in India to provide support if required	Must Have
10.5	OEM should have at least 50% of the supplied quantity as RMA inventory within the country to meet the Bank's SLA's	Must Have

Note: Bidders/ OEM shall comply to EOS/ EOSL **Exhibit 1 clause#3** of this RFP

The specifications of devices given above are minimum specifications. In case any of the requirements are not generic in nature, it may be brought to the notice of NPCI through pre-bid mechanism. For each of the Technical Requirements, as given in this Section, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s), page number(s), and paragraph(s). **Bidder should submit technical specifications/ datasheets, benchmarking reports of OEM separately.**

In case any of the above requirements are not generic in nature, it may be brought to the notice of NPCI through pre-bid mechanism.

Section 10 - Documents forms to be put in Folder A

Annexure A1 - Bidder's Letter for EMD

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

Subject: Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025

We have enclosed an EMD in the form of a 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 – Performance Bank Guarantee

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

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

Notwithstanding anything contained in the foregoing:
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.

Kindly return the original of this Bank Guarantee to --- (Bank & Its Address), upon (a) its discharge by payment of claims aggregating to Rs. ------- (Amount in figures & words); (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) Claim Expiry Date (date should be one year from the date of expiry of this Bank Guarantee).
All claims under this Bank Guarantee will be payable at -- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

Annexure B - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

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

Dear Sir,

Subject: Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, responses to the pre-bid queries 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/ pre-bid responses to the RFP document.

Addendum No. / Corrigendum No/Pre-bid responses *(all Corrigendum's should be mentioned)*	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

Annexure C - Bidder Information

Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025

(Bidder's Letter Head)

Details of the Bidder		
1	Name of the Bidder	
2	Address of the Bidder	
3	Constitution of the Company (Public Ltd/ Pvt Ltd)	
4	Details of Incorporation of the Company.	Date:
		Ref #
5	Permanent Account Number (PAN)	
6	Valid Goods & Services Tax (GST) Registration Numbers	
7	City	
8	State	
9	Pin Code / State Code	
10	GSTIN Number	
11	HSN Number	
12	Name & Designation of the contact person to whom all references shall be made regarding this tender	
13	Telephone No. (Cell # and Landline # with STD Code)	
14	E-Mail of the contact person:	
15	Website	

Financial Details (as per audited Balance Sheets) (in Cr)				
19	Year	**2021-22**	**2022-23**	**2023-24**
20	Net worth			
21	Turn Over			
22	PAT			

Dated this…………………… Day of………………………..2025

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure D - Declaration for Clean Track Record

(Bidder’s Letter Head)

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

Sir,

I have carefully gone through the Terms & Conditions contained in the **Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025.** 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 a 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)

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,

I have carefully gone through the terms & conditions contained in the **Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025**. 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)

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

Sir,

I have carefully gone through the scope of work (including the scope of work mentioned in responses to pre-bid queries/Corrigendum/Corrigenda) contained in the **Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025**. 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 procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025** 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 ______ 2025.
For _______________________________.

(Signature)

(Name Designation and Address)

Accepted

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

Annexure H - Eligibility Criteria Compliance

Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025

(Bidder's Letter Head)

A: Start-ups

Sr. No	Eligibility Criteria
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 below
3	The date of incorporation of the bidder should be anywhere between 1 to 10 financial years.
4	The bidder shall have 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 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.
7	The Bidder has paid or submitted along with the bid submission required EMD as mentioned in the RFP.
8	Open Legal cases (related to any regulatory breach or IP infringement) as per last court order, declaration to be submitted by legal counsel of the bidder

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.	The bidder is a Company registered under the 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 in operation for at least five (5) years as on the date of submission of bid.		1. Certificate of incorporation 2. MSME registration certificate (if applicable)
2.	The bidder should have reported a minimum annual turnover of **Rs.30 crores each of the last** 3 financial years and should have **reported profits (profit after tax**) as per audited financial statements in at least	The bidder should have reported a minimum annual turnover of **Rs. 75 crores** in each of the last **3** financial years and should have reported profits (profit after tax) as per audited financial		Standalone financial **audited** financial statements 1. Balance sheets 2. Profit/ loss statement

	2 out of last 3 financial years (FY 2021-22, 2022-23, 2023-24). 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.	statements **in each of the last 3 financial years** (FY 2021-22, 2022-23, 2023-24). 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.		3. Signed Statutory Auditor's Report 4. 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 stating that there is no continuing statutory default as on date of submitting the response to the tender.
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 Declaration from **Bidder** as per Annexure D on company letter head
5.	The bidder should be authorized to quote and support for OEM products and services. The bidder shall not get associated with the distribution channel in any other capacity once he is eligible for price discussion.	The bidder should be authorized to quote and support for OEM products and services. The bidder shall not get associated with the distribution channel in any other capacity once he is eligible for price discussion.		Declaration from OEM (as per Annexure-I) 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	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		Remittance proof of Electronic Transfer in favor of NPCI
7.	The Bidder has submitted BG along with the bid submission required EMD as mentioned in the RFP.	The Bidder has submitted BG along with the bid submission required EMD as mentioned in the RFP.		BG in favor of NPCI
8.	The OEM can authorize multiple bidders to participate on the OEMs behalf, however, in such a	The OEM can authorize multiple bidders to participate on the OEMs behalf, however, in such a		Self-declaration to be provided along with customer references

	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.	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.		
9.	Open Legal cases (related to any regulatory breach or IP infringement) as per last court order, declaration to be submitted by legal counsel of the bidder	Open Legal cases (related to any regulatory breach or IP infringement) as per last court order, declaration to be submitted by legal counsel of the bidder		Self-declaration by bidder signed by legal counsel

Dated this…………………… Day of……………………2025

(Signature)

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

Name:

Title:

Seal:

Dated on ____________ day of __________________, _______

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

Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025 (Bidder's Letter Head)

Annexure J - Technical Compliance

S.NO	Features / Description	Good to have / Must have	Compliance Yes/ No
1	Cryptographic Capabilities		
1.1	The solution must support full key lifecycle operations, including secure key generation, storage, rotation, archival, and destruction (CRUD operations).	Must Have	
1.2	The solution must support AES (128-256), ARIA,ECC(224-512), HMAC , SEED, TDES, RSA (1024-4096) and the Crypto mode (CBC, CBC-CS1,ECB,GCM) etc.	Must Have	
1.3	The solution must support asymmetric encryption algorithms including RSA (2048/3072/4096-bit) and ECC (P-256, P-384).	Must Have	
1.4	The solution must support use cases such as password encryption, API key protection, application secrets, and digital signatures.	Must Have	
1.5	The solution must support NIST-recommended PQC algorithms.	Must Have	
1.6	The solution must integrate with Quantum Secure Random Number Generators (QRNG) and Cryptographically Secure Pseudo-Random Number Generators (CSPRNG) for key generation.	Must Have	
1.7	The solution must support Format-Preserving Encryption for structured data formats.	Good to Have	
1.8	The solution must include a tokenization engine with a secure and auditable token vault.	Good to Have	
1.9	The solution must support custom key attributes including usage constraints, expiry policies, and metadata tagging.	Must Have	
1.10	The solution must support standard key derivation functions including HKDF, PBKDF2, and bcrypt.	Must Have	
1.11	HSM should support Full Suite B implementation with fully licensed Elliptic Curve Cryptography (ECC) out of the box, RSA, DSA, Diffie-Hellman, ECDSA, ECDH, Ed25519, ECIES with named, user-defined and Brainpool curves, KCDSA, Digital Wallet Encryption: BIP32, 5G Cryptographic Mechanisms for Subscriber Authentication: Milenage, Tuak, and COMP128	Must Have	
1.12	HSM should provide support for all the mentioned symmetric and asymmetric cryptographic algorithms out of the box without the need of any separate license	Must Have	
2	Interface and Integration Support		
2.1	The solution must support REST APIs for encryption, decryption, digital signing, and key access.	Must Have	
2.2	The solution must support integration with PKCS#11, KMIP, Java Cryptography Extension (JCE), and Microsoft Cryptography API: Next Generation (CNG).	Must Have	
2.3	The solution must support integration with leading Hardware Security Modules (HSMs), (e.g. Thales, Entrust, and Utimaco).	Must Have	
2.4	The solution must integrate with enterprise identity providers such as LDAP, Active Directory (AD), Single Sign-On (SSO), and Multi-Factor Authentication (MFA).	Must Have	
2.5	The solution must provide Command Line Interface (CLI) tools and Software Development Kits (SDKs) for application and DevOps integration.	Good to Have	

2.6	The solution must support integration with cloud-native Key Management Services including AWS KMS, Azure Key Vault, and Google Cloud KMS.	Optional	
2.7	The solution must support native integration with database encryption plugins such as Oracle TDE, SQL Server, MariaDB, Postgres and MongoDB.	Must Have	
2.8	The solution must support secure API authentication mechanisms including OAuth 2.0, JSON Web Tokens (JWTs), and API keys.	Must have	
2.9	The solution must support integration with enterprise secret management systems including HashiCorp Vault, CyberArk, and AWS Secrets Manager.	Optional	
2.10	The solution must support secure migration of cryptographic keys from existing CKMS platforms.	Must have	
3	Key Management and Security Controls		
3.1	The solution must provide a centralized administrative console with Role-Based Access Control (RBAC).	Must Have	
3.2	The solution must support fine-grained access policies for key usage, including user, application, and operation-level controls.	Must Have	
3.3	The solution must support multi-tenancy or logical key separation by application, department, or business unit.	Must Have	
3.4	The solution must support both automatic and manual key rotation policies.	Must Have	
3.5	The solution must support key versioning, restoration of previous key versions, and secure key escrow mechanisms.	Must Have	
3.6	The solution must support cryptographic shredding for secure key deletion.	Must Have	
3.7	The solution must support secure key wrapping and unwrapping using NIST-approved algorithms such as AES-KW and RSA-OAEP.	Must Have	
3.8	The solution must enforce policies for key expiry, maximum usage count, and cryptoperiod management.	Must Have	
3.9	The solution must support just-in-time (JIT) key provisioning with automatic expiry for ephemeral workloads.	Good to Have	
4	Audit, Monitoring, and Logging		
4.1	The solution must support immutable and tamper-proof logging for all key-related operations.	Must Have	
4.2	The solution must support export of audit trails in standard formats including JSON, Syslog, and CSV.	Must Have	
4.3	Solution must support SNMPv2, SNMPv3 & The system shall be capable of logging security events, audit logs with Remote Syslog servers.	Must Have	
4.4	The solution must provide near real-time alerting for unauthorized access attempts, operational failures, and policy violations.	Must Have	
4.5	The solution must comply with logging standards mandated by regulatory bodies such as RBI and PCI DSS.	Must Have	
4.6	The solution must maintain detailed audit trails capturing who accessed which keys, when, and for what purpose.	Must Have	
4.7	The solution must support integration with national-level cyber reporting systems including CERT-IN and RBI-SOC.	Optional	
4.8	The solution must support real-time anomaly detection through integration with User and Entity Behavior Analytics (UEBA) and Security Information and Event Management (SIEM) platforms.	Good to Have	
4.9	The solution must provide the full range of logs and reports you need for fast compliance reporting, including a per-cloud operational logs and a range of	Must Have	

	pre-packaged key activity reports and it should have a seamless SIEM Integration. The solution should support Syslog Formats CEF, LEEF, RFC 5424		
4.10	The solution must provide automated & customizable real-time event alert mechanism.	Must Have	
4.11	HSM Monitoring - Storing of event-based audit logs and standard mechanisms for viewing logs. Should support SNMP, Syslog	Must Have	
5	Architecture and Deployment (System Requirements)		
5.1	The solution must support High Availability (HA) and should be deployable in an Active-Standby & Active-Active in both DC and DR Environments	Must Have	
5.2	The solution must support containerized deployment models using Docker and Kubernetes.	Must Have	
5.3	The solution must be scalable to support large volumes of key requests and concurrent connections.	Must Have	
5.4	The solution must support API rate limiting and throttling to ensure fair usage and prevent abuse.	Good to Have	
5.5	The solution must support multi-data center (Multi-DC) and geo-redundant deployments.	Must Have	
5.6	The solution must support role-based deployment views and delegated administration across business units or tenants.	Good to Have	
5.7	The solution must support secure offline key import and export using envelope encryption or secure packaging mechanisms.	Must Have	
6	Physical Characteristics & Certifications		
6.1	Key Management Platform should be available as both Virtual and Hardware form factor directly from OEM and the Key Management Platform should be at least FIPS 140-2 Level 1 Certified and the FIPS certification in the name of OEM. The virtual appliance should support private cloud VMware, Microsoft Hyper-V, OpenStack as well as marketplace images for the public cloud AWS, Microsoft Azure, Oracle and Google Cloud Enterprise. Also it should support centralized key management across hybrid, single- and multi-cloud environments, including key discovery, management of native cloud keys and automated key rotation with High Availability	Must Have	
6.2	The master keys must be stored in a FIPS 140-3 Level 3 certified HSM which would act as a "Root of Trust". The solution should be certified for BIS (India) for proposed model/BSI AIS 20/31 compliant.	Must Have	
6.3	The proposed HSM should provide Protection against physical attacks through the monitoring of voltage and temperature (and abortion of any operation if voltage or temperature outside the expected range)	Must Have	
6.4	HSM should have Detection of cover removal in addition to Alarm triggers for motion, voltage and temperature	Must Have	
6.5	The appliance and HSM cryptocard should be from the same OEM only and not as a bundled or assembled device.	Must Have	
6.6	HSM should be configurable to communicate only with authenticated servers using strong cryptographic technique and the secure channel should be terminated at the cryptographic processor and not to the HSM chassis.	Must Have	
6.7	HSM Host Interface: Should have at least 4x1 Gigabit Ethernet ports with port bonding. Should have IPv4 and IPv6 support	Must Have	
6.8	HSM should have FIPS 140-3 Level 3 and Common Criteria EAL4+ certification with certification in the	Must Have	

	name of OEM (Proposing third party FIPS 140-3 L3 certification will not be considered)		
6.9	The FIPS 140-2 certifications of the proposed KMS appliance should be in the name of OEM.	Must Have	
6.10	Proposed HSM should be from the same OEM as the KMS solution so that there is seamless integration	Must Have	
7	Platform Specifications and Operational Requirements		
7.1	The solution must support management of at least 50,000 Keys.	Must Have	
7.2	The solution must support a minimum throughput of 1000 Requests Per Second (RPS), Vendors must provide validated performance benchmarks demonstrating the system’s ability to sustain this load under peak conditions, with provisions for horizontal scalability and low-latency response times.	Must Have	
7.3	The solution must support a minimum of 10,000 concurrent sessions without performance degradation.s	Must Have	
7.4	The solution must support scalable storage and management of cryptographic keys and secrets, with capacity for millions of entries.	Must Have	
7.5	The solution must not impose limitations on the number of namespaces, folders, or logical partitions used for organizing keys and secrets.	Must Have	
7.6	The solution must support comprehensive logging capabilities, including: Audit logs (key operations, access control events) Access logs (user and system access) API logs (request/response metadata) Operational logs (system events, configuration changes) Error logs (failures, exceptions)	Must Have	
7.7	The solution must support health checks and system diagnostics for operational monitoring.	Must Have	
7.8	The solution must support integration with enterprise backup solutions for secure and scheduled backup of keys, configurations, and logs.	Must Have	
7.9	Proposed HSM should support - Windows, Linux, AIX, & Solaris. Virtual: VMware, Hyper-V, Xen, KVM	Must Have	
7.10	The solution should have the capability for providing the Transparent encryption software agent for Block Cipher encryption. Should support operating systems like AIX, SUSE Linux, RHEL, CentOS, Windows. The encryption software module should be FIPS 140-2 level 1 certified with OEM name in the certification.	Must Have	
7.11	The Platform should have administrative interfaces like Secure Web, CLl, SOAP, REST and API Support – REST, KMIP, JCE, .NET, MSCAPI, MS CNG.	Must Have	
7.12	The Transparent encryption software should provide encryption capability without having dependence on the native encryption offerings such as from Hypervisor, storages, databases etc. Software must have Application Whitelisting feature to prevent Ransomware attacks. and should provide Blocking of Untrusted Binaries.	Must Have	
7.13	The solution should be capable of providing External Key management in case native encryption for the databases (MS SQL Server, Oracle) is being used	Must Have	
7.14	Key Management Solution should provide Transparent Encryption for large-scale high-performance file system encryption - including specific support for Oracle, Teradata, Pure Storage and SAP HANA etc	Must Have	

7.15	The proposed Encryption solution should be officially supported by SAP HANA (relevant documentation need to be submitted)	Must Have	
7.16	The solution shall provide an option of BYOE (Bring Your Own Encryption) solution for Docker images and Volumes, Multiple Databases (Oracle, MSSQL, MongoDB, PostgreSQL), and Unstructured Data. This BYOE option should provide strong transparent encryption and access control without the need of application modifications.	Must Have	
7.17	The solution should data at rest encryption capabilities for any type of SQL or noSQL database	Must Have	
7.18	The same appliance should support Built in Data Discovery and Classification with both agent as well as agentless discovery of sensitive PII data using pre-built and customized templates including detection of datatypes within images with OCR feature.	Must Have	
7.19	The solution should be capable of providing Centralized cloud key management for various cloud such as AWS, Azure, GCP, OCI, Salesforce, SAP from a single browser window, including across multiple accounts or subscriptions. It should have automated scheduled key rotation and expiry via a simple GUI	Must Have	
7.20	Full cloud ecosystem support- application integration and compatibility with BYOK APIs of AWS, Google, Azure, OCI. Integrate with their Key Management Services of CSP to create multiple use cases managed from the same platform	Must Have	
7.21	The solution support separate key management from CSP provider-controlled encryption, this key management component should be fully managed and owned by the organization	Must Have	
7.22	The solution should support Cloud key lifecycle management with built-in automation, and it should support centralized multicloud native key management	Must Have	
7.23	The solution should support AWS External Key Store (XKS), Google Cloud External Key Management (EKM), Google Cloud ubiquitous data encryption. Google cloud coordinated keys life cycle management through VPC connection.	Must Have	
7.24	The solution should support Hold Your Own Key (HYOK) services to enable organizations to control the keys used to encrypt their data for the cloud service provider	Must Have	
7.25	The solution should provide Domain Anchored HSM capability so that organizations can ensure the root of trust ownership by Bring your own root of trust (Bring Your Own RoT)	Must Have	
7.26	The solution should support selection of an external FIPS 140-3 level 3 certified Key Source for generation, storage and backup.	Must Have	
7.27	The solution shall support key synchronization across multiple CSP's along with the ability to support automated scheduled key rotation and key expiry through GUI or API.	Must Have	
7.28	The System shall support Key Management Interoperability Protocol (KMIP) version 1.4 or above. The backward compatibility of communication with other source systems shall also be ensured.	Must Have	
7.29	The solution should offer user based as well as certificate-based authentication.	Must Have	
7.30	The KMIP profiles shall cover basic and advance cryptography for client and servers along KMIP storage array with self-encrypting drives for storage.	Must Have	

7.31	Solution must have Application Whitelisting feature to prevent Ransomware attacks. Solution should Block Untrusted Binaries from Encrypting Data or copying data.	Must Have	
7.32	Solution should Identify “trusted applications” – binaries which are approved to perform encryption/decryption of business-critical files.	Must Have	
7.33	Should support the capability to run custom code securely inside the HSM	Must Have	
7.34	HSM RSA Signing performance (RSA 2048) - Should be minimum 1000 TPS	Must Have	
7.35	The solution shall support KMIP Tape library, symmetric & asymmetric key lifecycle for client and server profile.	Must Have	
7.36	Solutions should support Tokenization capabilities - Vaulted and Vaultless deployment which support (Dynamic and static tokenisation) and dynamic data masking	Must Have	
7.37	HSM should be PQC ready with the capabilities to evaluate Kyber key generation and encapsulation functions as well as the hash-based HSS, XMSS and XMSSMT (Multi-tree), and the Dilithium signing operations.	Must Have	
7.38	HSM should be able to integrate with external QRNG appliances following the required industry standards	Must Have	
7.39	The KMS solution should have capabilities to store certificates and provide expiry alert notifications	Must Have	
7.40	The solution should have capabilities to encrypt any kind of secret like credentials via REST based APIs, and manage the encryption key lifecycle securely	Must Have	
8	Safety and environmental compliance		
8.1	Proposed HSM should comply to standards - RoHS2, UL, CE, FCC, VCCI, C-TICK, KC Mark, TAA & CSA, India BIS [IS 13252 (Part 1)/IEC 60950-1]	Must Have	
9	Key Lifecycle Management		
9.1	The System shall support secure key destruction to ensure keys could not be recovered by anyone.	Must Have	
9.2	The System shall support the backup of keys. The same level of protection as the original keys shall be accorded to the backups. The solution shall support backward & forward compatibility while restoration	Must Have	
9.3	The solution shall monitor the entire lifecycle of the keys and shall have the capability of proactive notifications to the stakeholders before the expiry/rotation or any other such events via Email and SMS	Must Have	
9.4	Within HSM, the Keys remain securely inside the FIPS 140-3 Level 3 validated cryptography boundary throughout the key lifecycle	Must Have	
9.5	HSM should support secure key backup and recovery process direct on hardware device, not to file in any form. Backup Hardware should be FIPS 140-2 Level 3 (with certification in name of OEM)	Must Have	
10	OEM Support and & Local Presence in India		
10.1	OEM technical support should be centralized helpdesk web portal as well as customer care center telephone number for attending user complaints. The OEM help desk and customer care Centre should be based out of India and should operate 24*7*365 with subscription and maintenance services for the solution	Must Have	
10.2	OEM should have presence in India at least from last 10 Years and should be supplying the products in India for more than 10 years.	Must Have	

10.3	OEM should be a registered company in India and should have their own warehouse within India	Must Have	
10.4	OEM should have Professional Services team in India to provide support if required	Must Have	
10.5	OEM should have at least 50% of the supplied quantity as RMA inventory within the country to meet the Bank's SLA's	Must Have	

Dated this…………………… Day of……………………2025

(Signature)

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

Annexure K - Client Reference

(Bidder’s Letter Head)

Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025

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

Annexure M - Commercial Bid Form

(Bidder's Letter Head)

(To be included in Commercial Bid Folder)

To

NPCI

Dear Sirs,

Re: Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025.

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 External Cyber Threat Intelligence Solutions 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……………………….2025

(Signature)

(Name)   (In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure N - Commercial Bid

Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025

(Bidder's Letter Head)

Sr. No.	Description	Qty	Total Price for 6 years (Rs)		Payment Terms
1	Cryptographic Key Management Solution hardware appliance (Including SFP, power supply, etc all pluggable, including required software licenses) with 6 years warranty	4		Add breakup in Annexure-L	30 days from delivery
2	On-site Support – Business Hours	2 resource at NPCI location.			Monthly in arrears
3	Implementation / Installation cost (Trainings & Certification costs, data storage costs for 1 year data retention included)	Lumpsum			30 days post installation & go live
Total (Exclusive of taxes)					

We hereby confirm and agree that:

- Pricing for proposed make/ model shall comply with the detailed technical specifications as per Annexure J
- Prices offered for all items are with 5 years warranty.
- Delivery, installation and commissioning of hardware will be done as per Delivery Location: (as per Exhibit 1 of the RFP) or any resultant PO. The location wise quantity breakup will be provided to successful bidder
- All requirements of Goods & Services Tax (GST) will be complied with and NPCI reserves the right to recover the GST Input credit if disallowed for any reason.
- All prices are exclusive of GST only and all other levies are included.
- The bidder shall meet the requirements of Goods & Services Tax (GST)
- NPCI Reserves the right to place the order in phased manner as per requirement.
- NPCI reserves the right to split the order between multiple OEMs / Bidders. NPCI's decisions shall remain final.
- Bidders/OEM shall propose equivalent options as requested above or confirm non-availability of such options for each type.

(Amount in Rs)

All prices are exclusive of taxes**.**

Dated this…………………… Day of………………………..2025

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

Annexure L - Bill of Material

Request for proposal for procurement of Cryptographic Key Management Solution with 6 years Warranty - RFP# NPCI/RFP/2025-26/IT/09 dated 21st Aug 2025

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

Line Item	Item Name / Part No	Description	Unit Price incl 6-year warranty	Qty	Total Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

- Delivery locations would be as per Exhibit 1 of the RFP