



भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

Request For Proposal for ASP Audit (Third Party)

RFP Reference No: NPCI/RFP/2016-17/RMD/124 dated 21.03.2017
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The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of National Payments Corporation of India (NPCI), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the applicants who are qualified to submit the Bids (“Bidders”). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their quotation. 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.

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

Checklist

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

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

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Abbreviations and Acronyms

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

DC	Data Centre
IPR	Intellectual Property Rights
NPCI	National Payments Corporation of India
RFP	Request for Proposal in Context
SLA	Service Level Agreement

Section 1 - Bid Schedule and Address

S.No.	Description	
1	Name of Project	Request for Proposal for ASP Audit
2	Tender Reference Number	NPCI/RFP/2016-17/RMD/124 dated 21.03.2017
3	Date of Publishing RFP document on the website	21.03.2017
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing	31.03.2017 6.00 pm
5	Date of Pre bid meeting	Not applicable
6	Last date and time for Bid Submission	10.04.2017 5.00 pm
7	Date and Time of Eligibility Bid and Technical Bid Opening	11.04.2017 5.30 pm
8	Place of Bid Submission and opening of Bids	National Payments Corporation of India, 3 rd Floor, Raheja Titanium, Western Express Highway, Ram Nagar, Goregaon-East, Mumbai - 400064
9	Date and Time of Commercial Bid Opening	Will Inform to Eligible & Technically qualified Bidders
10	Name and Address for communication	Bhabya Singh- Risk Management National Payments Corporation of India 3rd Floor, Raheja Titanium, Western Express Highway, Ram Nagar, Goregaon-East, Mumbai - 400064
11	Bid Related Queries	Bhabya Singh Contact : + 91 8108186529 Email id: Bhabya.singh@npci.org.in Mr. Mahendra Joshi Contact : +91 8108122855 Email id: Mahendra.joshi@npci.org.in

Note:

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

Section 2 - Introduction

2.1 About NPCI

National Payments Corporation of India (NPCI) is a Company registered under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of The Companies Act, 2013) with its Registered Office in Mumbai, India. NPCI was promoted by 10 banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks. Presently 56 banks are shareholders of NPCI. Out of which 19 are Public Sector Banks (PSB), 17 Private Sector Banks, 3 Foreign Banks, 7 Multi State Cooperative Banks and 10 Regional Rural Banks.

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

2.2 Objective of this RFP

In order to meet NPCI's risk management policies, NPCINET environment as well as regulatory requirements with respect to third-party risk. NPCI Risk Management have developed a third party oversight program for ASPs through which sub-member banks connect to NPCINET.

NPCI wants to conduct Application Security, Vulnerability Assessment and Penetration Testing (VAPT) of Application service Providers infrastructure with intent to secure closed NPCINET environment i.e NPCI's applications, systems and network infrastructure. This section details the scope of the current assignment, by stating the underlying assumptions, enumerating the area of assessment, and clearly marking out the boundaries. Finally the section formally states what factors will lead to the successful completion of an engagement such as the one proposed in this document.

For detailed scope of work, please refer section 3.0 of this SOW.

2.4 Due Diligence

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

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

2.5 Ownership of this RFP

The content of this RFP is a copy right material of National Payments Corporation of India. No part or material of this RFP document should be published in paper or electronic media without prior written permission from NPCI, failing which NPCI reserves it right to adopt appropriate actions including and not restricting legal remedies as NPCI would be so entitled for.

Section 3 - Scope of Work

3.1 Scope of work

The scope of a review would be predominantly focuses on vulnerability assessment and penetration testing of ASP’s application systems and network setup and PCI DSS compliance of Card Holder Data environment.

In addition SOW essentially also cover below points.

- A. Site visit would be on compliance to
 - a. Information security best practices
 - b. PCI- DSS
 - c. Business Continuity Management System ISO 22301
 - d. Information Security Management System ISO 27001
- B. Card holder data environment
- C. Physical & Logical Security
- D. Connectivity with NPCINet
- E. Physical security at Data Center and at operations area from were bank support is provided
- F. IT & System infrastructure
- G. Human Resource Security for the people having access to cardholder data environment
- H. Vulnerability Assessment & Penetration testing of critical infrastructure

Note: Site Visit shall mean and include all such location as NPCI may require the successful bidder to visit and provide its reports/findings to NPCI, in the format as per prescribed by NPCI from time to time.

3.2 The average number of systems at ASPs for Vulnerability Assessment & Penetration testing

Type	Quantity
Systems	5
Network Device	5

3.3 Single Point of Contact

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

Section 4 - Eligibility Criteria

4.1 Eligibility Criteria

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

- a) The bidder should be a Company registered under the Companies Act/Partnership / LLP / Proprietorship since last three years.
- b) The Vendor should be Qualified Security Assessor (QSA) Company that have been qualifies by the PCI Security Standards Council for validating an entity's adherence to PCI DSS.
- c) The Vendor should be an Information Security consulting firm and Vendor should be empaneled by CERT - In as Information Security Auditing Organization.
- d) The Vendor should have conducted VAPT of at least 2 banking or financial institutions (Please attach documentary evidence like work order, evidencing for having completed the VAPT assignment.
- e) The Vendor should have minimum three years' experience in conducting Vulnerability Assessment and Penetration Testing for Organizations having large network size & complexity / servers / applications.
- f) The Vendor should be a profit (profit after tax) making company in the last financial year.
- g) The Bidder should not be currently blacklisted by any bank / institution in India or abroad.

Note: Failure to provide the desired information and documents may lead to disqualification of the Vendor.

4.2 Eligibility Criteria Response Sheet

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

Section 5 - Instruction to Bidders

A. The Bidding Document

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

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

5.2 Cost of Bidding

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

5.3 Content of Bidding Document

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

5.4 Clarifications of Bidding Documents and Pre-bid Meeting

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

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

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

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

5.5 Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, NPCI may for any reason if required 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 in which to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted 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.

B. Preparation of Bid

5.6 Bid Price

Prices would be exclusive of all taxes, duties levies, VAT/Sales Tax and fees whatsoever.

5.7 Period of Validity of Bids

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

5.8 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request the Bidder's consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable.

5.9 Format of Bid

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy) of the Technical Bid. In case of any discrepancy between them, the original shall govern.

The commercial bid will be submitted as hard copy only.

5.10 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.

5.11 Envelope bidding process

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

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as **“Request for Proposal for ASP Audit (Third Party)”**.

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

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

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

5.12 Contents of the 3 Envelopes

Envelope A - Eligibility Bid

The following documents shall be inserted inside Envelope A:

- 1 Bid Offer form (without price) - Annexure A1

- 2 Bidder Information - Annexure A2
- 3 Declaration of Clean Track Record - Annexure A3
- 4 Declaration of Acceptance of Terms and Conditions - Annexure A4
- 5 Declaration of Acceptance of Scope of Work - Annexure A5
- 6 Power of Attorney for signing of bid - Annexure A6
- 7 Eligibility Criteria Matrix - Annexure A7
- 8 Last three years audited Balance Sheet and Profit and Loss Statements.
- 9 RFP document duly sealed and signed by the authorized signatory on each page
- 10 Customer references and documentary evidences
- 11 All necessary supporting documents

Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B:

- 1 Technical Compliance Sheet - Annexure T1
- 2 Client details - Annexure T2
- 3 Commercial Bid Format - Annexure C2 - **Price masked**

Envelope C - Commercial Bid

1. Commercial Bid Form- Annexure C1
2. Commercial Bid Format - Annexure C2

5.13 Bid Submission

- The Bidder should bear all the costs associated with the preparation and submission of their bid and NPCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in the 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.

5.14 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.15 Bid Language

The bid shall be in English Language.

5.16 Rejection of Bid

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

- a) Does not bear signature of authorized person.
- b) Is received through Fax / E-mail.
- c) Is received after expiry of the due date and time stipulated for Bid submission.
- d) Is incomplete / incorrect.

- e) Does not include requisite documents.
- f) Is Conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.

Note: Bid shall be rejected for late bid submission and those that do not conform to bidding terms.

5.17 Deadline for Submission

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

5.18 Extension of Deadline for submission of Bid

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

5.19 Late Bid

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

5.20 Modifications and Withdrawal of Bids

Responses submitted by the bidder to this RFP represent a firm offer on the terms and conditions described in the RFP document.

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

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

5.21 Right to Reject, Accept/Cancel the bid

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

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

5.22 RFP Abandonment

NPCI may at its discretion abandon the process of the selection at any time before notification of award.

5.23 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1 - Envelope 'A' i.e. Compliance to Eligibility criteria and **Envelope 'B'** i.e. Technical bids will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility criteria will be considered for further evaluation.

Stage 2 - Envelope 'C' of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalization.

5.24 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, he 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 NPCI may entail disqualification of the concerned Bidder or its Bid.

Section 6 - Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 stages:

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

Stage 2- Commercial bids, i.e. Envelope 'C' will be opened for qualified bidders.

6.2 Opening of Envelope 'A' - Eligibility bids and Envelope 'B' - Technical bids

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

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

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

The commercial bids of technically qualified bidders only will be opened.

6.3 Opening of Envelope C - Commercial Bids

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

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

Section 7 - Bid Evaluation

7.1 Preliminary Examination of 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 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 at its sole and absolute discretion, 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 Evaluation of Technical Bids

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

- 1) Compliance to Technical Specifications as specified in the RFP.
- 2) NPCI reserves the right to call for presentation and discussions on the features etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- 3) Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.
- 4) 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.
- 5) NPCI may interact with the Customer references submitted by bidder, if required.
- 6) Bidders are required to provide documentary evidence, wherever available, for the technical specifications.

Bidder would be evaluated based on the documents submitted in support of the declaration, compliance to the scope of the work, Presentation if any and response to the queries.

7.3 Evaluation of Commercial Bids

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

- 1) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- 2) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the NPCI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- 3) Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

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

7.4 Successful Evaluated bidder

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

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in Clause 7.4, 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 Bidders.

8.2 Acceptance Procedure

- Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
- Upon the successful Bidder accepting the Purchase Order and signing the contract, if required, and NDA, NPCI will promptly notify each unsuccessful Bidder.

8.3 Delivery schedule

- After the receipt of the Purchase Order vendor Engagement shall be for whole year as per schedule calendar.
- The Final Audit Report of Application Service Provider shall be submitted/ delivered within 15 days of done site-visit.

8.4 Penalty for default in delivery

If the Bidder does not submit the final audit report as per the above delivery period, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ 0.5% of the total value of the Purchase Order for each week's delay subject to a maximum of 5% of the total value of the Purchase Order, without prejudice to any other right or remedy available under the Purchase Order.

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

8.5 Taxes and Duties

8.5.1 All taxes if any, shall be deducted at source as per then prevailing rates while making any payment. Bidder shall meet the requirements of Goods & Services Tax (GST) as and when made applicable by the Government of India.

8.5.2 Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc.

8.5.3 The benefits realized by successful bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the supplier to NPCI.

8.6 Payment Terms

8.6.1 Payment shall be after completion of Audit as per each site and submission of final report certify by NPCI Official, within 30 days from the date of receipt of correct Invoice.

8.6.2 PAN card details need to be furnished before claiming payment.

8.7 Price

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

8.8 Extension of Purchase Order & Repeat order

NPCI has also right to place repeat order to the Bidder for any resources mentioned in this Purchase Order.

8.9 Confidentiality

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

8.10 Indemnity

The bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

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

8.11 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

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

8.12 Fraudulent and Corrupt Practice

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

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

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

8.13 Order Cancellation

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

- i. Serious discrepancy in the quality of product or service expected during deployment process.
- ii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation before acceptance of the product or service or both, any payment made by NPCI to the Bidder for the particular product and service would necessarily have to be returned to NPCI, at the option of NPCI, with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder.

This is after repaying the original amount paid.

8.14 Termination of Purchase Order

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

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

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

8.15 Resolution of Disputes

NPCI and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the RFP/Purchase Order.

If, NPCI and the Bidder find themselves unable to resolve amicably any dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation, arbitration/ mediation by a third party and/or adjudication in an agreed national forum.

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

- a) In case of Dispute or difference arising between NPCI and the Bidder relating to any matter arising out of or connected with this RFP and/or the agreement to be executed later, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 or any statute enacted for the replacement thereof; to be conducted by a panel of arbitrators comprising of one arbitrator appointed by either Party and the arbitrators mutually appointing a presiding arbitrator. In the event of the death, refusal, neglect, inability or incapacity of any of the persons so appointed to act as an arbitrator, the Parties shall mutually appoint a new arbitrator. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English; the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- b) The decision of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- c) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

8.16 Governing Law

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

8.17 Applicable Law

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

8.18 Governing Language

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

8.29 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

CEO
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Plot C 70, G Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

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

Section 9 - Technical Specifications

9.1 The Scope of Work is as below

- A) Vulnerability Assessment & Penetration testing of critical infrastructure
 - a. IT Risk Assessment/ Vulnerabilities in Application OS/ Databases/ Network
 - b. Review the functioning of each Application including system and Application interfaces

- B) Site visit would be on compliance to PCI DSS Standard

- C) Site visit would be also on compliance to below
 - a. Information security best practices
 - b. Business Continuity Management System ISO 22301
 - c. Information Security Management System ISO 27001
 - d. Card holder data environment
 - e. General Security Controls on OS, Applications, Database and Network
 - f. Information Classification and Reasonable Security Controls for protection of sensitive confidential information from business and IT Act perspective.
 - g. Physical & Logical and General information security related controls
 - h. Review of DR Site, inter alia, their capacity, readiness & security adequacy
 - i. Review of existing Network Architecture
 - j. Connectivity with NPCINet
 - k. Overview of services outsourced for technical support
 - l. Adequacy of documentation vis-à-vis the application OS/Database/ Network in use
 - m. Physical security at Data Center and at operations area from where bank support is provided
 - n. Human Resource Security for the people having access to cardholder data environment

Note: Site Visit shall mean and include all such location as NPCI may require the successful bidder to visit and provide its reports/findings to NPCI, in the format as per prescribed by NPCI from time to time.

9.2 The average number of systems for Vulnerability Assessment & Penetration testing

Type	Quantity
Systems	5
Network Device	5

Section 10 - Documents forms to be put in Envelope A

Annexure A1 - 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', Plot C 70, G Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051.

Dear Sir,

Subject: RFP Reference No: NPCI/RFP/2016-17/RMD/124 dated 20.03.2017 for "Request for Proposal for ASP Audit (Third Party)"

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure A2 - Bidder Information

Details of the Bidder		
1	Name of the Bidder (Prime)	
2	Address of the Bidder	
3	Constitution of the Company (Public Ltd/ Pvt Ltd)	
4	Details of Incorporation of the Company.	Date:
		Ref#
5	Valid Sales tax registration no.	
6	Valid Service tax registration no.	
7	Permanent Account Number (PAN)	
8	Name & Designation of the contact person to whom all references shall be made regarding this tender	
9	Telephone No. (Cell # and Landline # with STD Code)	
10	E-Mail of the contact person:	
11	Fax No. (with STD Code)	
12	Website	
Financial Details (as per audited Balance Sheets) (in Cr)		
13	Year	2015-16
14	Net worth	
15	Turn Over	
16	PAT	

Annexure A3 - Declaration for Clean Track Record

To

The Chief Executive Officer
National Payments Corporation of India,
1001A, B wing 10th Floor,
'The Capital', Plot C 70, G Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **NPCI/RFP/2016-17/RMD/124 dated 20.03.2017 - Request for Proposal for ASP Audit (Third Party)**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure A4 - Declaration for Acceptance of RFP Terms and Conditions

To

The Chief Executive Officer
National Payments Corporation of India,
1001A, B wing 10th Floor,
'The Capital', Plot C 70, G Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **NPCI/RFP/2016-17/RMD/124 dated 20.03.2017- Request for Proposal for ASP Audit (Third Party)**. 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 A5 - Declaration for Acceptance of Scope of Work

To

The Chief Executive Officer
National Payments Corporation of India,
1001A, B wing 10th Floor,
'The Capital', Plot C 70, G Block,
Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051.

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **NPCI/RFP/2016-17/RMD/124 dated 20.03.2017- Request for Proposal for ASP Audit (Third Party)**. 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 A6 - 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 quotation for **NPCI/RFP/2016-17/RMD/124 dated 20.03.2017 - Request for Proposal for ASP Audit (Third Party)** in response to the RFP by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2016.
For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)
(Name Designation)
Date:
Business Address:

Annexure A7 - Eligibility Criteria Compliance

Sr.no.	Eligibility Criteria	Documentary proof to be attached
1	The bidder should be a Company registered under the Companies Act/Partnership / LLP / Proprietorship since last three years.	Registration Certificate
2	The Vendor should be Qualified Security Assessor (QSA) Company that have been qualifies by the PCI Security Standards Council for validating an entity's adherence to PCI DSS.	Proof should be submitted.
3	The Vendor should be an Information Security consulting firm and Vendor should be empaneled by CERT - In as Information Security Auditing Organization.	Proof should be submitted.
4	The Vendor should have conducted VAPT of at least 2 banking or financial institutions (Please attach documentary evidence like work order, evidencing for having completed the VAPT assignment.	Customer reference letters or documentary evidence like work order evidencing the completion of the VAPT assignment.
5	The Vendor should have minimum three years' experience in conducting Vulnerability Assessment and Penetration Testing for Organizations having large network size & complexity / servers / applications.	Proof should be submitted.
6	The Vendor should be a profit (profit after tax) making company in the last financial year.	Audited balance sheets & Profit/loss statement to be submitted
7	The Bidder should not be currently blacklisted by any bank / institution in India or abroad.	Declaration on Company letter head as per Annexure A3

Section 11 - Documents to be put in Envelope 'B'**Annexure T1- Technical Evaluation Compliance****NPCI/RFP/2016-17/RMD/124 dated 20.03.2017**

Sr. No.	Description	Compliance (Yes/No)
1	Skilled resource and tool for VAPT of critical infrastructure	
2	Skilled resource and tool for compliance check of PCI DSS Standard	
3	Skilled resource and tool for compliance check of Information security best practices	
4	Skilled resource and tool for compliance check of Business Continuity Management System ISO 22301	
5	Skilled resource and tool for compliance check of Information Security Management System ISO 27001	
6	Skilled resource and tool for compliance check of Card Holder Data Environment	
7	Skilled resource and tool to check General security Controls on OS, Applications, Database and Network.	
8	Information Classification and Reasonable Security Controls for protection of sensitive confidential information from business and IT Act perspective.	
9	Physical, logical and General information security related controls	
10	Review of DR Site, inter alia, their capacity, readiness & security and adequacy	
11	Adequacy of BCP for all the product and services mentioned in scope of work.	
12	Review of existing Network Architecture.	
13	Skilled resource to check secure connectivity to NPCINET	
14	Review of services outsourced for technical support by ASP	
15	Adequacy of Documentations vis-à-vis the application OS/ Database/ Network in use.	
16	Physical security at Data Center and at operation area from where bank support is provided	
17	Human Resource Security for the people having access to cardholder data environment	
18	VAPT of 5 Systems & 5 Network Devices	

Dated this..... Day of.....2017

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure T2 - Client Reference

NPCI/RFP/2016-17/RMD/124 dated 20.03.2017

Client Reference Details

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

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

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

Annexure C1 - Commercial Bid Form

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

**Re: Request for Proposal for ASP Audit (Third Party)- RFP NPCI/RFP/2016-17/RMD/124 dated
20.03.2017**

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required infrastructure in conformity with the said Bidding documents for the sum of Rs.....(Rupees all 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 _____ for the above purpose within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this..... Day of.....2017

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure C2 -Commercial Bid Format

Price Format

SR NO	DESCRIPTION	QTY	UNIT PRICE (Per ASP)	TOTAL
			(Rs.)	(Rs.)
A	Mumbai Location			
1	Professional Services Charges for Application Service Provider Audit. (As per SOW)	15		
		Total		
Total amount in words				
COMPANY'S NAME				
OFFER REF. AND DATE				
SIGNATURE				
DESIGNATION				

* All prices are exclusive of taxes.

* Travel & lodging expenses outside Mumbai location will be considered for reimbursement based on actuals. The limit for such expenses will be as per the NPCI defined standard and Policies.

Dated this..... Day of.....2017

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of