



## Request For Quotation for setting up of Centralized Helpdesk at Chennai

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RFQ Reference No: NPCI/RFQ/2016-17/IT/ 002 dated 19.08.2016  
National Payments Corporation of India  
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### Disclaimer

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

This RFQ document is not an agreement and is not an offer or invitation by NPCI to any parties other than the applicants who are qualified to submit the Bids (“Bidders”). The purpose of this RFQ document is to provide Bidder with information to assist the formulation of their quotations. This RFQ document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ document and where necessary obtain independent advice. NPCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ document. NPCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ document.

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

### Checklist

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

1. Demand Draft / Pay Order Rs. 5,750.00 (Rs. 5,000.00 plus Service Tax@15%) towards cost of Bid document in Envelope - ‘A’
2. Demand Draft / Banker’s Cheque / Bank Guarantee of INR 1,00,000/- (One lakh only) towards Bid Security in Envelope ‘A’ - Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFQ document.
4. Envelope ‘A’ Eligibility Criteria Response.
5. Envelope ‘B’ Technical Response
6. Envelope ‘C’ Indicative Commercial Bid.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. RFQ document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope - ‘A’.
9. Prices are quoted in Indian Rupees (INR).
10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
11. 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 RFQ 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
RFQ	Request for Quotation in Context
PBG	Performance Bank Guarantee
SAN	Storage Area Network
SLA	Service Level Agreement
WAN	Wide Area Network

**Section 1 - Bid Schedule and Address**

Sr. No.	Description	Detailed Information
1	Name of Project	Request for Quotation for setting up of Centralized Helpdesk at Chennai
2	Tender Reference Number	NPCI/RFQ/2016-17/IT/ 002
3	Date of publishing the RFQ on NPCI website	19.08.2016
4	Last date and time for receiving Bidder's Pre-Bid clarifications in writing	30.08.2016, 6.30PM
5	Date and Time for Pre Bid Meeting	Not applicable
6	Last date and time for Bid Submission	06.09.2016, 5.00PM
7	Address of Bid Submission	National Payments Corporation of India, 8th Floor, R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway, Goregaon (E), Mumbai - 400 063
8	Date and Time of Eligibility and Technical Bid Opening (Envelope A) and ( Envelope B)	06.09.2016, 5.30PM
9	Date and time of Commercial Bid Opening (Envelope C)	Would be communicated to qualified bidders. Will be through Reverse Auction.
10	Name and Address for Communication	Head - IT Procurement National Payments Corporation of India 8th Floor, R Tech Park, Off Western Express Highway, Nirlon Knowledge Park, Near HUB Mall, Opp Western Express Highway, Goregaon-East, Mumbai - 400063
11	Bid Related Queries	Benny Joseph Contact : +91 8108122844 E-mail ID - Benny.joseph@npci.org.in Prashant Awale Contact:+91 8108108650 E-mail id: Prashant.awale@npci.org.in Mr Ravi Muthu Contact: +91 9962163390 E-mail id: ravi.muthu@npci.org.in
12	Bid Cost	Rs 5,750.00 (Inclusive of service tax@15%)
13	EMD/Bid Security	Rs 1,00,000.00

**Note:**

- Bids will be opened in the presence of the Bidders' representatives who choose to attend.
- Commercial evaluation will be through Reverse Auction.
- Bid Cost: DD shall be made in favor of "National Payments Corporation of India" for Rs. 5,750.00 (Rs. 5,000.00 plus Service Tax@15%) payable at Mumbai.

## Section 2 - Introduction

### 2.1 About NPCI

National Payments Corporation of India (NPCI) is a Company registered under Section 25 of the Companies Act, 1956 (present Section 8 of The Companies Act 2013) with its Registered Office in Mumbai, India. NPCI is promoted by 10 banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks.

The 10 promoter banks are State Bank of India, Punjab National Bank, Canara Bank, Bank of Baroda, Bank of India, Union Bank of India, ICICI Bank Ltd, HDFC Bank Ltd, Citibank N.A, and HSBC. The vision, mission and 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 RFQ:

NPCI seeks to setup a Centralized Helpdesk at Chennai. Queries from member banks for all applications, NACH and CTS requirements across Mumbai, Chennai, Hyderabad & Delhi will be routed to this helpdesk team through IVR options.

### 2.3 Cost of the RFQ

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 can submit the bid response at NPCI's office at 08th Floor, R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon (E), Mumbai - 400 063, along with non-refundable amount of Rs. 5,750.00 (Rs. 5,000.00 plus Service Tax@15%) in envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favoring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai.

### 2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFQ. The Bid shall be deemed to have been submitted after careful study and examination of this RFQ document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFQ document. Failure to furnish all information or submission of a bid not responsive to this RFQ 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 RFQ documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFQ document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

### 2.5 Ownership of this RFQ

The content of this RFQ is a copy right material of National Payments Corporation of India. No part or material of this RFQ 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 for this RFQ consists of the following:

- a) The Bidder will be responsible to provide, implement, customize and integrate the Help Desk technology solution including IVR, ACD, Dialer, CTI, CRM and any other technology components to meet the above requirements.
- b) The Bidder will be responsible for providing disaster recovery setup and plan for the Help Desk technology solution.
- c) The solution should be an on premise solution and servers will be hosted in the NPCI's DC and DR premises. The Bidder is responsible for providing adequate remote monitoring capabilities and personnel for maintaining system uptime SLAs as mentioned in section 8.15. The Bidder staff is responsible to coordinate with NPCI's DC and DR team to maintain system uptime
- d) Supply of licenses for the proposed solution.
- e) Supply of hardware and software setup required for solution.
- f) OEM should provide project management and architecture services.
- g) Documentation and reporting
- h) Training to NPCI team on Reporting/CRM etc
- i) Warranty for one year and AMC support for the next 4 years.

### 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 RFQ.

## Section 4 - Eligibility Criteria

### 4.1 Pre-requisites

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

### 4.2 Eligibility Criteria

The Eligibility Criteria are furnished below:

1. The bidder should be a Company registered under the Companies Act since last 5 years.
  - a) In case the Bidding Company is the result of a merger / 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 Bidding Company 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 5 years as on the date of submission of bid.
2. The bidder should have minimum annual turnover of Rs 3.50 Crore during the three financial years (2012-13, 2013-14 and 2014-15) or calendar years 2012, 2013, 2014 or bidder's financial years. The bidder shall provide audited financial statements for the financial year 2015-16 or a declaration certifying the Turnover and Profit duly signed by the statutory auditors / Company Secretary, in the absence of the audited financial statements.
  - a). In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
  - b). In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
3. The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. (2012-13, 2013-14, 2014-15) or Calendar years 2012, 2013, 2014 or the Bidder's financial years.
  - a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the

net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.

- b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.

4. The bidder should not be currently blacklisted by any bank / institution in India or abroad.
5. The bidder should have implemented at least 5 similar project across the country in the last minimum 3 to maximum 5 years as on the date of submission of the bids
6. The bidder should be authorized to quote for the OEM products and support.

#### 4.3 Eligibility Criteria Response Sheet

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

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

## Section 5 - Instruction to Bidders

### A. The Bidding Document

#### 5.1 RFQ

RFQ shall mean Request for Quotation. Bid, Tender and RFQ 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 RFQ	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, 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 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 RFQ.

## **B. Preparation of Bid**

### **5.6 Bid Price**

Prices would be exclusive of all taxes, duties levies, VAT/Sales Tax and fees whatsoever. Octroi, if any, will be paid additionally, at actual on production of receipt.

However, the Taxes should be shown separately in the Price Schedule.

### **5.7 Earnest Money Deposit (EMD)**

The Bidder is required to deposit Rs 100,000.00 (Rs One lac only) in the form of a Demand Draft / Pay order in favor of “National Payments Corporation of India” payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2.

No interest will be paid on the EMD.

### **5.8 Return of EMD**

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFQ.

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

### **5.9 Forfeiture of EMD**

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / quotation before furnishing Performance Bank Guarantee.
- d) Bidder violates any of the provisions of the RFQ up to submission of Performance Bank Guarantee.
- e) 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.
- f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution of the contract. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

### **5.10 Period of Validity of Bids**

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

### **5.11 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.

### **5.12 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.

### 5.13 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 H) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

## **C. Submission of Bid**

### 5.14 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 Quotation for setting up of Centralized Helpdesk at Chennai.**

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.

### 5.15 Contents of the 3 Envelopes

#### **Envelope A - Eligibility Bid**

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

- 1 Bid Cost in the form of Demand draft/Pay order
- 2 Bid Earnest Money in the form of Demand Draft - Annexure A1 **OR** Bid Earnest Money in the form of Bank Guarantee - Annexure A2
- 3 Bid Offer form (without price) - Annexure B
- 4 Bidder Information - Annexure C
- 5 Declaration of Clean Track Record - Annexure D
- 6 Declaration of Acceptance of Terms and Conditions - Annexure E
- 7 Declaration of Acceptance of Scope of Work - Annexure F
- 8 Power of Attorney for signing of bid - Annexure G
- 9 Eligibility Criteria Matrix - Annexure H along with supporting documentary proof for each criterion as stipulated.
- 10 Three years audited Balance Sheet and Profit and Loss Statements.
- 11 RFQ document duly sealed and signed by the authorized signatory on each page
- 12 OEM/Manufacturer Authorization Letter - Annexure I
- 13 All necessary supporting documents

### **Envelope B - Technical Bid**

The following documents shall be inserted inside Envelope B:

- 1 Section 11 - Technical Requirements duly completed - Annexure J
- 2 Client Reference - Annexure K along with supporting documents
- 3 Entire commercial bid with price masked.

### **Envelope C - Commercial Bid (indicative)**

- 1 Commercial Bid Form - Annexure M
- 2 Commercial Bid - Annexure N

#### **5.16 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 RFQ, are liable for rejection.

#### **5.17 Bid Currency**

All prices shall be expressed in Indian Rupees only.

#### **5.18 Bid Language**

The bid shall be in English Language.

#### **5.19 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 Quotation.

No bid shall be rejected a bid opening, except for late bids and those that do not conform to bidding terms.

#### **5.20 Deadline for Submission**

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

#### 5.21 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.

#### 5.22 Late Bid

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

#### 5.23 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.

#### 5.24 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 Bidders having the right to object to such re-issue

#### 5.25 RFQ Abandonment

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

#### 5.26 Bid Evaluation Process

The Bid Evaluation will be carried out in 3 stages:

**Stage 1** - Envelope 'A' i.e. Eligibility 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 'B' i.e. Technical bids of those bidders who qualify the Eligibility Evaluation Criteria will be evaluated.

**Stage 3** - Envelope C of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the start price for Reverse Auction.

#### 5.27 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 or its Bid.



## Section 6 - Bid Opening

### 6.1 Opening of Bids

Bids will be opened in 2 stages:

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

Stage 2- Commercial bids, i.e. Envelope "C" will be opened for qualified bidders only as part of the process for finalizing the start price for Reverse Auction.

### 6.2 Opening of Eligibility and Technical Bids

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

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.

### 6.3 Opening of Envelope C - Commercial Bids

6.3.1 Commercial bids will be opened only as part of the process for finalizing the start price for Reverse Auction.

6.3.2 Commercial evaluation will be done through Reverse Auction.

6.3.3 Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website.

## Section 7 - Bid Evaluation

### 7.1 Preliminary Examination of Eligibility Bids

NPCI will examine the bids to determine whether they are complete; whether required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether bids are generally in order.

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 Evaluation of Technical Bids

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

- a) Compliance to Technical Specifications as specified in the RFQ.
- 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 solution 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. 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.

The technical score will be based on the criteria given below in the Scoring Matrix

Technical Score		
Description		Score
1	Technical Requirements compliance as per Section 9	60
2	Bidder credentials	
3	Presentation	30
4	Reference sites	
5	Ease of use	10
<b>Total Score</b>		<b>100</b>

NPCI reserves the right to shortlist bidders based on technical evaluation criteria.

The minimum technical score for qualifying Technical Evaluation will be **70%**. In case three bidders are not qualified, then NPCI reserves the right to reduce minimum required score by 10%. The commercial bids of technically qualified bidders only will be opened.

### 7.3 Evaluation of Commercial Bids:

Commercial bids (indicative) of only the technically qualified short-listed bidders will be opened to arrive at the start price for the reverse auction. NPCI has the right to fix the start price for reverse auction assessed through independent enquiries / sources also.

The evaluation of commercial Bids will be done through Reverse Auction Process. Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website.

### 7.4 Successful Evaluated bidder:

The bidder with lowest commercial bid identified through reverse auction process will be declared as the successful bidder and will be called L1 bidder. 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 RFQ, provided the L2 bidder matches the price quoted by the 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.

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

### 8.2 Term of the Order

The term of the Notification of Award/Purchase Order shall be for a period of **5 years**.

### 8.3 Acceptance Procedure

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

### 8.4 Performance Bank Guarantee

The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 3 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, NPCI shall withhold an amount equal to the value of the PBG from the payments due to the bidder.

### 8.5 Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates.

Prices shall be exclusive of all taxes, duties, charges and levies of State or Central Governments as applicable. Octroi, if any, shall be reimbursed to supplier by NPCI at actual on production of original receipt.

### 8.6 Terms of Delivery:

The hardware shall be delivered within **4 weeks** of receipt of the Purchase Order at the below mentioned location:

#### Chennai

National Payments Corporation of India  
8th Floor, VBC Solitaire,  
47 & 49 Bazullah Road, T. Nagar,  
Chennai - 600 01

#### Hyderabad:

National Payments Corporation of India,  
C/o, Reliance Communications Plot No.20,  
Survey No.64, opp. Mahindra Satyam  
Hi-tech City Layout Madhapur, Hyderabad - 500081

### 8.7 Penalty for default in delivery

If the Supplier does not deliver the entire software as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty as given below:

- a) Non Delivery of above at NPCI Chennai and Hyderabad locations at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% (i.e. 10 weeks).
- b) In case the delay exceeds the stipulated delivery period, NPCI reserves the right to impose double this penalty and/or cancel the order without prejudice to other remedies available to NPCI.

Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the PO / Agreement

### 8.8 Warranties:

Bidder shall provide warranty for a period of 1 (one) year from the date of implementation or acceptance of the entire system, whichever is later.

Any defective equipment /software supplied by Bidder shall be replaced by Bidder at no additional cost to NPCI, including all incidental cost the upgrades, new releases (Minor/Major) versions; bug fixes etc. for the software will be supplied to NPCI at no extra cost, with the necessary documentation during warranty and AMC period.

During Warranty period, the Supplier shall provide at no additional cost to NPCI, all new versions, releases, and updates for all standard software.

In case of deficiency in performance of the Solution, as per the Scope of Work, during the warranty period, the successful bidder shall provide additional software and hardware as required at his own cost. NPCI shall not reimburse cost of such software, if any.

The successful bidder shall provide 4 years AMC after expiry of the warranty period of 1 year and shall provide back to back support with the OEM during warranty and AMC period. Supporting documents in this regard shall be submitted to NPCI for verification and record. Under AMC Period proposed bidder should do Preventive maintenance on Quarterly Basis.

AMC cost should not be less than 8%.

### 8.9 Post-warranty Hardware Maintenance /AMC

The successful bidder shall provide comprehensive on-site maintenance (AMC) with back to back support with the OEM, for a period of 4 years, after expiry of the warranty period of 1 year. Cost of AMC should not be less than 8% of the hardware cost.

### 8.10 Service Level Requirements:

	SLA Parameters	Service level required
	Call Answer	Less than 30 seconds
	Call Abandonment rate	Less than 2%
	First Call Resolution Rate	Greater than 85%
	Average Handling Time	Less than 2.5 minutes

	Fatal Error	Less than or equal to 0.1%
	Customer Satisfaction	Greater than or equal to 85%
	System Availability	Greater than or equal to 99.7%
	Short Login for inbound/outbound calls	Greater than 99.98%
	Minimum Qualifications and experience of the Agents	

#### 8.11 Penalty on non-adherence to SLAs:

The uptime of 99.99% should be maintained throughout the entire the contract period , failing which maximum of 10% penalty is applicable on billing cycle.

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

- a. Penalty for Critical Incidents - Any violation in meeting the above SLA requirements which leads to critical incident, NPCI shall impose a penalty of INR 5,000/- (Indian Rupees Five Thousand only) for each 30 minutes delay up to 18 hours, beyond 18 hours penalty would be INR 10,000 for each 30 minutes.

#### **A) Critical Incidents:**

Service Outage from the solution provided to NPCI by the vendor

- b. Penalty for Non-Critical Incidents: Any violation in meeting the above SLA requirements which leads to non-critical incident, NPCI shall impose a penalty of INR 1000/- (Indian Rupees One Thousand only) per hour.

#### **B) Major & Minor Incidents**

Partial service failures like applications functionalities

- c. The penalty amount would be calculated and deducted -on quarterly basis as may be decided by NPCI from time to time.

**The maximum penalty applicable would be 5% of the total contract value.**

#### 8.12 Prices

There shall be no increase in price for any reason whatsoever during the period of one (1) year from the date of acceptance of the Purchase Order.

#### 8.13 Repeat Order:

NPCI reserves the right to place Purchase Orders with the Supplier for any or all of the services at the agreed unit rate, i.e. the rate contract during the period of 1 year from the date of acceptance of award / Purchase Order.

#### 8.14 Software License Agreement

The bidder shall supply NPCI with required licenses in the name of NPCI to access and use the software supplied through this RFQ. Such license to access and use the software shall be non-exclusive, fully paid up and irrevocable and valid throughout NPCI's offices in India and abroad.

#### 8.15 Product Upgrades

At any time during term of the purchase order / performance of the Contract, should technological advances be introduced by the 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 at the same or lesser unit prices.

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

#### 8.16 Payment Terms

##### Hardware & Software

- 20% of the cost shall be paid after delivery of Goods at the specified location(s).
- 80% of the cost shall be paid after successful Installation of hardware along with the software at specified locations. This would also include successful implementation of solution and sign off obtained from NPCI thereon.

##### Implementation charges

- 100 % of the implementation cost will be paid on completion of installation and acceptance sign-off from NPCI

##### AMC:

- Payment shall be made quarterly in arrears after the expiry of warranty

Payment will be released within 30 days of receipt of correct invoices along with necessary documents / certificates duly signed by authorized NPCI official.

#### 8.17 Confidentiality

The Bidder shall 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 the **Annexure Z** hereof.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the defaulting party shall use all reasonable endeavors to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Parties' obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information.

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

#### **8.18 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

#### **8.19 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.

#### **8.20 Obligations of the Bidder**

**Standard of Performance:** The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with third parties.

**Prohibition of Conflicting Activities:** The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.

#### **8.21 Order Cancellation**

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

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



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

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

#### 8.22 Termination of Contract

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 three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. NPCI shall consider request of the bidder for pro-rata payment till the date of termination.

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

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).

#### 8.23 Force Majeure

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

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the SOW, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving NPCI or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

#### **8.24 Resolution of Disputes**

All disputes or differences between NPCI and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

NPCI and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

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

1. In case of Dispute or difference arising between NPCI and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Supplier. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Supplier.
2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
4. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual agreement between the parties.

#### **8.25 Compliance with Applicable Laws of India**

The Bidder confirms to NPCI that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

#### 8.26 Legal Compliances:

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

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

#### 8.27 Intellectual Property Rights:

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

#### 8.28 Applicable Law and Jurisdiction

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

#### 8.29 No Damage of NPCI Property

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

#### 8.30 Fraudulent and Corrupt Practice

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

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

#### 8.31 Governing Language

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

### 8.32 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address 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

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

## Section 9 - Technical Specifications

### 9.1 Scope of Technical Functions

The scope of technical functions to be covered by the Help Desk can be broadly classified into the following categories

1. Inbound calls
2. Outbound calls
3. emails
4. IVR and ACD functions
5. Integration of CRM with NPCI's systems
6. CRM
7. CTI
8. Dialer
9. Reporting
10. Statutory Compliances

#### Inbound Calls

The enquiries will be from internal and external customers of NPCI and are related but not limited to on the following applications/functionality:

- DC & Office Infra Support
- NACH
- CTS
- NON ITM Supporting Applications
- FRM
- UPI
- ETC

#### Outbound Calls

- If customer has been unable to speak to the agents after waiting in the queue for a long time, such customers should be reached out to, within a desired time interval, by the outbound agents.
- Ability to digitally record all outbound calls capturing at-least the following details:
- Date and time of call - start and end time, Agent ID, Caller number, Customer ID, Account number, Card Number

#### Emails

- Agents should be able to access the emails that the customers have sent from their internet banking account, create a record in CRM and process the same
- Agents should be able to access the emails directly sent to the help desk, create a record in CRM and process the same

### **IVR and ACD functions**

- The Vendor selected to run the help desk will be required to design the IVR tree structure in consultation and with the approval of the Bank. The Bank may suggest changes and customization in IVR tree structure from time to time, which the Vendors will be required to execute.
- Ability to change the IVR Tree by the system user, with no change in the software, through GUI Interface
- IVR should provide music or Key announcements when customers are kept on hold or during call waiting
- IVR should support the following languages - English and Hindi- in the current scope. There should be a provision to add more languages in the future.
- Ability to announce reference number for transaction
- Ability to route the caller to the ACD when the customer requires to talk to an agent
- Ability to support "call back" option in the event of long call waiting
- Ability of administrators to monitor where an identified customer is on the IVR tree, it can be used to identify the customers and making the outbound call so as to understand their difficulties/ problem in using the IVR system
- Ability to configure ACD - by agent/ by skill/ by group/ by priority/ by call type
- System should have ability to announce call queue waiting time for all customers
- ACD should support Web based administration like adding new agents, assigning skills etc
- Supervisor should be able to do silent monitoring of calls. Supervisors should be able to barge in an agents call and also if required take a call from an agent and attend it

### **Integration of CRM with NPCI's systems**

- The solution should be integrated with NPCI's existing incident management system.

### **CRM**

- The Vendors shall deploy their own Customer Relationship Management (CRM) software, which will be customized as per NPCI's requirement
- All agents should capture/log details of each call in the CRM systems which should be easily accessible by NPCI's officials
- Relevant screen pop-ups to the agents along with the details of previous calls during the last 30 days, on the agents desktop on the basis of CLI, DNIS (Dialed number identification sequence) etc.
- CRM system should capture all customer related interactions (queries / complaints/enquiries) through various channels like Call, Email etc.
- CRM system should have screens for creating and tracking interactions related to queries, requests and complaints
- Bank may use the Vendor CRM for redressal of complaints and Leads management. For extending the vendor CRM, bank will not pay any additional cost. Vendor must ensure that licensing should not be any issue for usage in respect of users

## CTI

- Soft phone / hard phone, call pick up facilities through Agent desktop
- Call transfer systems for escalation of calls to supervisor, to other agents, along with screen popups and the interaction history, duly recorded
- Call 'HOLD' facilities, in order to facilitate the Agent to browse the information required to answer the request
- Call "Retrieve from Hold" facilities
- Call 'Conferencing' facilities, with supervisor, subject matter expert, etc
- Call 'Forward' facilities
- Intelligent transfer of calls (without disconnection of the call in case a call meant for one segment, lands on to the agent of another segment.)
- Echo cancellation feature- removal of echo that occurs when a caller speaks or dials during a prompt
- Call wrap up facilities with appropriate notes / comments, along Call Identification number
- Agents to have a facility to transfer the call outside, by placing an outward call, if needed, by keeping call on conference
- Agents to have an agent desktop software, agents log in, log out, and make themselves ready and not ready from the agent desktop application
- Agents should have access to real-time statistics for themselves and the queues to which they are associated. For example, from the agent desktop application, agents should be able to see how many calls they have handled today and how many calls are currently in queue for their team

### Dialer

- An advanced dialer facility to run outbound calling

### Reporting

- Total amount of time callers had been on IVR - Detailed / Summary
- Number of calls
- Queues analysis
- Agent reports - Login/Logout time, Average answer time, Average handling time, Idle time etc.
- Ability to provide real time call statistics as a dashboard

### Statutory Compliance

- The service provider, in the process of providing the services must comply with all the statutory/regulatory requirements. Following is an indicative (not exhaustive) list of such compliances required:
  - Compliance of TRAI Regulations, DND compliance,
  - Compliance of Labor laws,
  - Compliance of taxation laws,
  - Compliance relating to software licenses,
  - Compliance of local Govt. bodies rules,
  - Compliance to DOT (Department of Telecommunication) guidelines
- The Vendors shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents. The Vendors shall establish and maintain all proper records including, but not limited to, accounting records required by

any law, code, practice or corporate policy applicable to their from time to time, including records and returns as applicable under labour legislations

### **Key Performance Indicators**

- IVRS Efficiency (% of calls disposed of successfully at IVR).
- Average time taken for a customer to be disposed of at IVR.
- Call handling efficiency of agents managing outbound calls

### **User Acceptance Testing (UAT)**

- System Integration and User Acceptance Testing.
- UAT sign-off

### **Orientation and Handover**

- Knowledge transfer to identified Client personnel on:
- Overall solution orientation
- Usage of components (Train the trainer)



## Section 10 - Documents forms to be put in Envelope 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: RFQ No. NPCI/RFQ/ 2016-17/IT/002 dated 19.08.2016 for "Request for Quotation for setting up of Centralized Helpdesk at Chennai"**

We have enclosed an EMD in the form of a Demand Draft No.\_\_\_\_ issued by the branch of the \_\_\_\_\_Bank, for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). This EMD is as required by clause 5.8 of the Instructions to Bidders of the above referred RFQ.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Annexure 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 RFQ 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.1,00,000/- (Rupees One lakh 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 Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

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

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

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

\_\_\_\_\_  
[Signature]

**Annexure A3 - Bid Security (Performance Bank Guarantee)**

**(BANK GUARANTEE)**

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: RFQ No. NPCI/RFQ/2016-17/IT/ 002 dated 19.08.2016 for "Request for Quotation for setting up of Centralized Helpdesk at Chennai".**

We have examined the above referred RFQ document. As per the terms and conditions specified in the RFQ 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 RFQ 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 RFQ.
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 RFQ 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 RFQ 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 Demand Draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favor of “National Payments Corporation of India” or Bank Guarantee valid for \_\_\_\_days for an amount of Rs (Rs. \_\_\_Lakhs 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**

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 # / 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	2012-13	2013-14	2014-15
14	Net worth			
15	Turn Over			
16	PAT			

**Annexure D - Declaration for Clean Track Record**

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 RFQ document for selection of vendor for **RFQ No. NPCI/RFQ/2016-17/IT/ 002 dated 19.08.2016 - Request for Quotation for setting up of Centralized Helpdesk at Chennai**. 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 E - Declaration for Acceptance of RFQ Terms and Conditions**

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 RFQ document for selection of vendor for RFQ No. **NPCI/RFQ/2016-17/IT/ 002 dated 19.08.2016 - Request for Quotation for setting up of Centralized Helpdesk at Chennai**. I declare that all the provisions of this RFQ/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**

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 contained in the RFQ document for selection of vendor for **RFQ No. NPCI/RFQ/2016-17/ IT/002 dated 19.08.2016- Request for Quotation for setting up of Centralized Helpdesk at Chennai**. I declare that all the provisions of this RFQ / 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 quotation for **RFQ No. NPCI/RFQ/2016-17/IT/002 dated 19.08.2016 - Request for Quotation for setting up of Centralized Helpdesk at Chennai** in response to the RFQ 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 H - Eligibility Criteria Compliance

Sr.No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1	<p>The bidder should be a Company registered under the Companies Act since last five years.</p> <p>a) In case the Bidding Company is the result of a merger / 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.</p> <p>b) In case the Bidding Company 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 5 years as on the date of submission of bid.</p>		Documentary Proof should be submitted
2	<p>The bidder should have minimum annual turnover of Rs 3.50 Crores during the three financial years (2012-13, 2013-14 and 2014-15) or calendar years 2012, 2013, 2014 or bidder's financial years. The bidder shall provide audited financial statements for the financial year 2015-16 or a declaration certifying the Turnover and Profit duly signed by the statutory auditors / Company Secretary, in the absence of the audited financial statements.</p> <p>a). In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p> <p>b). In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>		Audited balance sheets & Profit /loss statement to be submitted.

## Request for Quotation for setting up of Centralized Helpdesk at Chennai

3	<p>The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. (2012-13, 2013-14, 2014-15) or Calendar years 2012, 2013, 2014 or the Bidder's financial years.</p> <p>a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>		Audited balance sheets & Profit /loss statement to be submitted.
4	The Bidder should not be currently blacklisted by any bank / institution in India or abroad.		Declaration as per Annexure-D
5	The bidder should have implemented at least 5 similar project across the country in the last minimum 3 to maximum 5 years as on the date of submission of the bids		Relevant Documentary Evidence
6	The bidder shall have direct authorization from the OEM for selling and supporting the hardware and software		Declaration as per Annexure-I on OEM's Company Letter head

**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 Envelope 'B'**

**Annexure J - Technical Evaluation Compliance**

<b>Hardware specs</b>	
<b>OS details</b>	
<b>Third party software specs</b>	
<b>Any additional hardware / software</b>	

The bidder is required to provide exhaustive list of the hardware, software, etc to implement the project.

Dated this..... Day of..... 2016

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure K - Client Reference**

<b>Sr.No</b>	<b>Particulars</b>	<b>Details</b>
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 M - Commercial Bid Form**

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

**Re: NPCI/RFQ/2016-17/IT/002 dated 19.08.2016 for Request for Quotation for setting up of Centralized Helpdesk at Chennai**

Having examined the Bidding Documents placed along with RFQ, we, the undersigned, offer to provide the required infrastructure in conformity with the said Bidding documents for the sum of Rs.....(Rupees all inclusive) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide \_\_\_\_\_ for the above purpose within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this..... Day of.....2016

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure N - Commercial Bid (Indicative) Format

NPCI/RFQ/2016-17/IT/002 dated 19.08.2016 - Request for Quotation for setting up of Centralized Helpdesk at Chennai (Line item wise details as per Annexure L)

Sr.No	Line Item	Unit Price	Quantity	Total Price
1	<b>Software license</b>			
	Help Desk Solution as per as technical specifications			
1.1	<b>Hardware cost including warranty</b>			
1.2	<b>Software cost including warranty</b>			
1.3	<b>Operating System</b>			
1.4	<b>Third party software - details to be provided</b>			
	<b>Total (A)</b>			
2	<b>Implementation</b>			
2.1	Implementation Charges			
	<b>Total-(B)</b>			
3	<b>AMC Charges</b>			
3.1	AMC for 2 <sup>nd</sup> year for the solution(H/W and S/W)			
3.2	AMC for 3 <sup>rd</sup> year - for the solution (H/W and S/W)			
3.3	AMC for 4 <sup>th</sup> year for the solution (H/W and S/W)			
3.4	AMC for 5 <sup>th</sup> year for the solution (H/W and S/W)			
	<b>Total-(C)</b>			
4	One Man-month rate for further customization (Optional, in case of need - but will be considered for arriving at the TCO for selection of the successful bidder - <b>Total (D)</b> )			
5	Charges for 24*7 monitoring (Optional item - but will be considered for arriving at the TCO for selection of the successful bidder - <b>Total.(E)</b> )			
6	<b>Total (A+B+C+D+E)</b>			

Taxes as applicable should be mentioned separately in percentage (%) terms.

Dated this..... Day of..... 2016

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure - L**

Line Item Wise Prices (Details of all line items of the Commercial Bid, including AMC charges)

Line Item	Item Name / Part No	Description	Unit Price	AMC-2 Year	AMC 3 Year	AMC 4 Year	AMC 5 Year	Sub Total	Quantity	Total Price
1										
2										

**Annexure Z - Non-Disclosure Agreement**

This Agreement is made and entered on this ----- day of -----, 2016 (“Effective Date”) between

**NATIONAL PAYMENTS CORPORATION OF INDIA**, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at **1001A, B wing 10th Floor, ‘The Capital’, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051** (Hereinafter referred to as “NPCI”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

**AND**

\_\_\_\_\_, a company registered in \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (Hereinafter referred to as “-----”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party of this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

NPCI and ----- shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

**NOW THEREFORE**

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

**Article 1: Purpose**

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between NPCI and ----- to perform the considerations (hereinafter called “Purpose”) set forth in below:

(State the purpose:-----)

**Article 2: DEFINITION**

For purposes of this Agreement, “Confidential Information” means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is

independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case

Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

### **Article 3: NO LICENSES**

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

### **Article 4: DISCLOSURE**

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

### **Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

### **Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, tools or techniques that are similar to or compete with the products, concepts, tools or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

**Article 7: INJUNCTIVE RELIEF**

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

**Article 8: NON-WAIVER**

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

**Article 9: JURISDICTION**

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

**Article 10: GOVERNING LAW**

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Mumbai in India.

**Article 11: NON-ASSIGNMENT**

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

**Article 12: TERM**

This Agreement shall remain valid from the Effective Date until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of five years after the termination / expiry of this Agreement.

**Article 13: INTELLECTUAL PROPERTY RIGHTS**

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

**Article 14: GENERAL**

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

<b>IN WITNESS WHEREOF</b> , the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above. <b>NATIONAL PAYMENTS CORPORATION OF INDIA</b>	<b>Successful Bidder Name</b>
By Name:	By Name:
Designation	Designation