



Request for Proposal for Engaging Agencies for BBPS Certification & On-boarding

RFP Reference No: NPCI/RFP/2015-16/IT/24 dated 14.03.2016
National Payments Corporation of India
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Table of Contents

Section 1 - Bid Schedule and Address	5
Section 2 - Introduction	6
Section 3 - Scope of Work	8
Section 4 - Eligibility Criteria	10
Section 5 - Instruction to Bidders	11
Section 6 - Bid Opening	16
Section 7 - Bid Evaluation	17
Section 8 - Terms and Conditions	19
Section 9 - Technical Specifications	28
Section 10 - Documents forms to be put in Envelope A	29
Annexure A1 - Bidder's Letter for EMD	29
Annexure A2 - Bid Security (Bank Guarantee)	30
Annexure A3 - Bid Security (Performance Bank Guarantee)	31
Annexure B - Bid Offer Form (without Price)	33
Annexure C - Bidder Information	35
Annexure D - Declaration for Clean Track Record	36
Annexure E - Declaration for Acceptance of RFP Terms and Conditions	37
Annexure F - Declaration for Acceptance of Scope of Work	38
Annexure G - Format Power of Attorney	39
Annexure H - Eligibility Criteria Compliance	40
Section 11 - Documents to be put in Envelope "B"	41
Annexure J - Technical Evaluation Compliance	41
J1 - Technical Specifications Compliance:	41
J 2 - Resource Technical knowledge Compliance:	43
J 3 - Scoring matrix - Self rating by the bidder	45
Annexure K - Client Reference	46
Annexure L - Details of Resources	47
Section 12 - Documents to be put in Envelope "C"	50
Annexure M - Commercial Bid Form	50
Annexure Y - Back ground verification	52
Annexure Z - Non-Disclosure Agreement	54

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

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

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 for (Rs.10,000/- plus Service Tax@14.50%) towards cost of Bid document in Envelope - “A”
2. Demand Draft / Banker’s Cheque / Bank Guarantee of INR 2,00,000/- (Rs Two lakhs only) towards Bid Security in Envelope “A” - Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope “A” Eligibility Criteria Response.
5. Envelope “B” Technical Response.
6. Envelope “C” 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. RFP 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 & on-boarding, 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.

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding

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

BBPCU	Bharat Bill Payment Central Unit
BBPOU	Bharat Bill Payment Operating Unit
BBPS	Bharat Bill Payment System
BG	Bank Guarantee
DC	Data Centre
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
NPCI	National Payments Corporation of India
PBG	Performance Bank Guarantee
RFP	Request for Proposal in Context
SLA	Service Level Agreement
VAT	Value Added Tax

Section 1 - Bid Schedule and Address

S.No	Description	
1.	Name of the Project	Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding
2.	Tender Reference Number	NPCI/RFP/2015-16/IT/24
3.	Date of publishing the RFP on NPCI website	14.03.2016
4.	Last date and time for receiving Bidder's Pre-Bid clarifications in writing	28.03.2016
5.	Date and Time for Pre Bid Meeting	NA
6.	Last date and time for Bid Submission	12.04.2016 05.00 pm
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)	12.04.2016 05.30 pm
9.	Date and time of Commercial Bid Opening (Envelope C)	Technically qualified bidders would be informed.
10.	Name and Address for Communication	Head - IT Procurement National Payments Corporation of India, 08th Floor R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon (E), Mumbai - 400 063.
11.	Bid Related Queries	Arnab Moitra Contact: +91 75060 09830 Email id: arnab.moitra@npci.org.in Venkat K Y Contact: +91 88797 54985 Email id: venkata.yarlagadda@npci.org.in Arulananda Selvakumar Contact: +91 88797 60263 Email id: arulananda.selvakumar@npci.org.in Prashant Awale Contact : +91 8108108650 Email id: prashant.awale@npci.org.in Benny Joseph Contact : +91 8108122844 Email Id: benny.joseph@npci.org.in
12.	Bid Cost	Rs. 11,450/- (Inclusive of Service Tax@ 14.50%)
13.	EMD/Bid Security	Rs 2,00,000/- (Rs Two lakhs only)

Note:

- Bids will be opened in the presence of the Bidder's representatives who choose to attend.
- Date, Time and Address for Technical Bid and Commercial Bid Opening will be intimated later to the qualified Bidders.
- Bid Cost: DD shall be made in favor of "National Payments Corporation of India" for (Rs. 11,450/- Inclusive of Service Tax@14.50%) 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 Bank's 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, and 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 RFP:

National Payments Corporation of India proposes to empanel agencies for providing resources for executing Certification & on-boarding of BBPOU and / or testing of BBPS solutions and other products either from any of the NPCI or from the premises of the successful bidder(s). However the preferred location would be from NPCI Chennai / Hyderabad facilities. In case if the services are requested from NPCI Mumbai facility, by NPCI, then the pricing of the resource would be revised upward by 7%. Even though it is predominantly for BBPS BBPOU certification purpose, on a need basis the services may be extended to other NPCI product certifications as well.

2.3 Overview:

The Bharat Bill Payment System (BBPS) will function as a tiered structure for operating the bill payment system in India with a single brand image providing convenience of 'anytime anywhere' bill payment to customers. The objective of the BBPS is to implement an integrated bill payment system in the country that offers interoperable and accessible bill payment services to customers through a network of agents, enabling multiple payment modes, and providing instant confirmation of receipt of payment.

2.4 Cost of the RFP

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

The Bidders should submit the RFP document from NPCI's office at 8th Floor R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon (E), Mumbai - 400 063 on payment of non-refundable amount of Rs 11,450/- (INR Eleven thousand four fifty only inclusive taxes), 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. This RFP document is non-transferable and cost of RFP document is non-refundable.

2.5 Due Diligence

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

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

2.6 Ownership of this RFP

The content of this RFP is a copy right material of National Payments Corporation of India. No part or material of this RFP document should be published in paper or electronic media without prior written permission from NPCI.

Section 3 - Scope of Work

3.1 Scope of work

The bidder shall deploy resources on site at any of the NPCI’s premises (preferably at NPCI Chennai / Hyderabad facility) for Certification & on-boarding of BBPS OU’s, other products conducting certification from the NPCI / bidder’s premises. These resources deployed at NPCI’s premises should be minimum engineering graduates or post graduates in science / technology and should have hands-on experience for minimum 2 years in relevant areas as mentioned in RFP like Certification & on-boarding / Testing of products and Project Management. The requirement for number of resources will be assessed and informed regularly. Number of resources to be deployed will depend on need basis and will be intimated from time to time. The bidder shall deploy the resources as per NPCI requirement within 7 days of interview and confirmation from NPCI. The resources selected for deployment shall be earmarked for the entire duration of the contract. They shall not be shifted from the NPCI assignment to another assignment without prior written permission from NPCI.

Working days shall be 6 days in a week and working hours shall be aligned with NPCI staff and / or client working Hours.

As per the job requirement, the resources may be required to work on Sundays or NPCI holidays. They are eligible for compensatory off as per NPCI rules and as approved by NPCI officials.

Execution of the certification & on-boarding should be commenced from the NPCI / Bidder’s premises within 7 days. Only need based Knowledge transfer would be given to the officials nominated by the bidder by NPCI on the various sub modules and the services of BBPS. However the bidders are expected to have relevant financial domain, certification & on-boarding expertise.

The scope of work that would be undertaken by the bidder is given hereunder:

Table A

Scope Of Work	Areas of Expertise
<p>Execution of Certification & On-boarding - Online & Off-line Systems</p>	<ol style="list-style-type: none"> 1. Java, XML and HTML, SQL queries 2. Server to server communication - API 3. SSL - Basic knowledge 4. Java-Script 5. Additional knowledge - .Net, C Programming Language (Optional) 6. Bill Payment Systems - Clearing and settlement of Different Payment Schemes 7. Complaint and Dispute life cycles and management of various Payment Systems. 8. Transaction processing / reconciliation and settlement etc. in Payment Systems. 9. Handling various data formats like text, XLS, CSV, XML files. 10. Handling ISO and native file / message formats 11. Experience in testing Software applications and handling entire testing life cycle. 12. Familiar with advanced functions of various desktop applications like MS-Office. MS-Project. 13. Knowledge in bill payment domain 14. Knowledge in end to end online certification & On-boarding / testing.

Table B

Areas of Work	Resource Expertise
Experience in Certification & On-boarding - Online & Offline Systems	<ol style="list-style-type: none"> 1. Hands-on experience of manual testing 2. In-depth knowledge of ISO and native message formats, Payments domain 3. Testing in-bound & Out bound files 4. Bill Fetch & Response, Payment Initiation & Response, Knowledge in switching domain 5. Knowledge in end to end online certification & On-boarding / testing. 6. Hands-on experience in reading logs 7. Working knowledge of XML, Java, JavaScript, HTML, SQL. ISO / native message formats 8. Keen to bring in creativity while designing testing scenarios 9. Maintain test battery, daily tracker and daily updates
Execution of Certification & On-boarding - Clearing, Settlement, Complaints and Disputes	<ol style="list-style-type: none"> 1. Should have good testing skills for file based and web-based applications. 2. Adequate experience for carrying out the certification & on-boarding / testing Services 3. Should be conversant with all testing life cycles, defects handling, resolution etc. 4. Should have basic knowledge of SQL. 5. Test automation & scripting skills. 6. Execution of testing across different browsers & versions 7. Text and XML file validation and modification web services automation
Experience in Bill Payment Systems	<ol style="list-style-type: none"> 1. Automation Skills. 2. Websites / Windows based applications automation. 3. All Browsers support 4. Text and XML file validation and modification 5. Web services API. 6. Database verification 7. Communication protocols such as SFTP etc. 8. Experience in Testing Tools
Project Management Office PMO	<ol style="list-style-type: none"> 1. Proven PMO / Project Analyst or Coordinator experience and knowledge of project management 2. Understanding of the principles and frameworks of successful project management from a support perspective 3. Proven experience in providing service to internal stakeholders to achieve successful project outcomes 4. Understanding of project delivery and acceptance processes within a fast-paced business environment 5. Demonstrated capability for problem solving, decision making, sound judgment, assertiveness 6. Excellent oral, written communication skills as well as excellent presentation skills with ability to conduct presentations comfortably to large groups 7. Strong relationship building and interpersonal skills 8. Experienced user of MS Project and MS Office suite of applications (Word, Excel and PowerPoint) 9. Relevant tertiary qualification preferred. Project management certification & on-boarding e.g. PMP, CAPM, PRINCE 2, etc. are preferred.

3.2 Single Point of Contact

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

Section 4 - Eligibility Criteria

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

1. The bidder should be a Company registered under the Companies Act, 1956 / LLP since the last three years.
2. The bidder should be a profit (profit after tax) making Company with any two of the past three financial years or Calendar years or the Bidders financial year.
3. The bidder should have minimum annual turnover of Rs. Two (2) crores during the immediately previous financial year.
4. The bidder should not be currently blacklisted by any bank / institution in India or abroad.
5. The Bidder must have minimum 2 years hands-on experience of carrying out the similar / relevant certification and on-boarding services for at least 2 projects as on the date of submission of bids.
6. The bidder should have minimum 15 Testing resources on their payroll for at least 6 months. These resources should be minimum graduate and having hands-on experience of minimum 2 years for undertaking similar / relevant testing and certification and on boarding services as sought in the RFP and should have knowledge of different ISO and native formats.

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 RFP

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

5.2 Cost of Bidding

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

5.3 Content of Bidding Document

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

5.4 Clarifications of Bidding Documents and Pre-bid Meeting

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

Bidders should submit the queries **ONLY** in the format given below:

S. No.	Document Reference	RFP Page No	Section / Clause No	Description in RFP	Clarification Sought	Additional Remarks (If any)

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

5.5 Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, NPCI may for any reason, 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 either informed directly or posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
3. In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be informed to the bidder and / or posted on NPCI's website.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

B. Preparation of Bid

5.6 Bid Price

Prices would be exclusive of all taxes, duties levies, VAT / Sales Tax and fees whatsoever, except Octroi. 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 2,00,000/- (Rs Two lakhs 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 (Bidders letter for EMD) or A2 (Bid security / Bank guarantee). 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 RFP. EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

5.9 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 / proposal before furnishing Performance Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) Selected Bidder fails to accept the order within seven 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 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, in a sealed envelope.

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 G) 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 Proposal for Engaging Agencies for BBPS (BBPOU) Certification**”

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

Each of the three inner envelopes shall indicate the name and address of the Bidder clearly.

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 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 EMD 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 Compliance - Annexure H
- 10 Last three years audited Balance Sheet and Profit and Loss Statements.
- 11 RFP document duly sealed and signed by the authorized signatory on each page
- 12 Customer references
- 13 All necessary supporting documents

Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B:

- 1 Section 11 - Technical evaluation compliance - Annexure J1, J2 and J3
- 2 Client reference - Annexure K
- 3 Details of Resources - Annexure L
- 4 Entire commercial bid with **price masked**.

Envelope C - Commercial Bid

- 1 Commercial Bid Form - Annexure M

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

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding

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

5.17 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(s).
- b) Is received through Fax / E-mail.
- c) Is received after expiry of the due date and time stipulated for Bid submission.
- d) Is incomplete / incorrect.
- e) Does not include requisite documents.
- f) Is conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.

No bid shall be rejected at 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 communication and / or 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 vendor communication and / or 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 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 Vendors having the right to object to such re-issue

5.25 RFP 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., Compliance to Eligibility criteria 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.

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding

Stage 2 - Envelope “B” i.e., Technical bids of those bidders who qualify the Eligibility Criteria evaluation will be evaluated.

Stage 3 - Envelope “C” i.e., Commercial bids of the short listed Bidders who qualify after Technical Evaluation only will be opened.

NPCI have the right to continue with the processes for bid evaluation and selection of successful bidder (irrespective of the number of bids received) even if only one bid is received or only one bid qualifies after technical evaluation.

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 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- In the second stage the Commercial Bids i.e. Envelope „C" will be opened.

6.2 Opening of Eligibility Bids 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

Only those Bids that are technically qualified will be eligible for opening of commercial bids i.e. Envelope 'C' and such bidders will be intimated the date, time and address for opening of Commercial Bids.

The representatives of the Bidders have to produce an authorization letter from the Bidder / Identity Cards to represent them at the time of opening of Commercial 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 the 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.

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:

1. Experience in associating with National Level certification / testing Projects would be considered as an important evaluation criteria.
2. Experience in undertaking certification & on-boarding for products under Financial domain (bill payment domain - card payment, e-com payment, mobile payments, etc).
3. Experience in undertaking certification & on-boarding under clearing and settlement system
4. Experience in undertaking functional testing for products under payment domain
5. The bidder's locations (in case) where the certification & on-boarding / testing activities are to be carried out should be PCI DSS compliant and/or ISO ISMS 27001 Certified

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.

Written replies submitted in response to the clarifications sought by NPCI, if any, will be reviewed. NPCI reserves the right to shortlist bidders based on technical evaluation criteria

NPCI shall call for a presentation on the Bidder's proposal, from the short-listed bidders. Such presentations will become part of the technical evaluation. NPCI may interact with the Customer references submitted by bidder, if required.

The bidders scoring minimum 70% of the total technical score will be technically qualified and will be considered for commercial bid evaluation. 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 Scoring Matrix (if any)

S.No	Criteria	Score
1	Accreditation at bidder premises PCI DSS	Maximum marks = 5
2	Experience in certification & on-boardings in payments online systems 1). Card payments 2). Ecom payments - Acquirer , issuer 3). Mobile payments 4). AADHAAR payments	All four Payment systems = 40 marks Any three Payment Systems= 30 marks Any two Payment systems= 20 marks Less than two Payment system = 10 marks

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding

		No Experience marks = 0
3	Experience in functional testing 1). Ecom 2). Clearing and Settlement 3). Clearing House 4). Mobile application	All four products = 30 marks Any three products = 25 marks Any two products = 20 marks Less than two systems = 10 marks
4	Presentation of bidder for Scope of Work	Maximum marks = 25

The bidder is required to submit necessary documents in support of the above. Minimum Score for a Bidder to qualify the technical evaluation is 70%. In case three bidders are not qualified, then NPCI reserves the right to reduce minimum required score by 10%.

The bidder has to provide a self-rating declaration as per the annexure enclosed as per the scoring matrix above. NPCI is not bound to accept the declaration. Bidder would be evaluated based on the documents submitted in support of the declaration, compliance to the scope of the work.

7.4 Evaluation of Commercial Bids:

Commercial bids of only the technically qualified short-listed bidders will be opened. Arithmetic errors in the Bids submitted shall be treated as follows:

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

7.5 Successful Evaluated bidder:

NPCI proposes to empanel two bidders as part of this RFP as the Agencies for Certification & on-boarding and the Order would be split among the empaneled Agencies. As a fair practice the split of order may not be equal amongst L1, L2 (and any other empaneled vendors if exist). After completing internal approval process, Bidder whose Bid Price is the lowest will be declared as successful evaluated bidder or L1 Bidder and would be one of the Agencies for Certification & on-boarding. The bidder who quoted the next lowest price, i.e. the L2 bidder would be empaneled as the other Agency for Certification & on-boarding, provided the L2 bidder matches the price quoted by the L1 bidder. If the L2 bidder refuses to match the price quoted by the L1 bidder, the L3 bidder would be empaneled as the other Agency for Certification & on-boarding, provided the L3 bidder matches the price quoted by the L1 bidder. NPCI reserves the right to empanel the L2 / L3 bidders, in case the L1 / L2 bidder, as the case may be, refuses to accept the Order or otherwise gets disqualified as per the terms of the RFP, provided the L2 / L3 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 and L2 bidders, as given in Clause 7.5, and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award / Purchase Order to the selected Bidders.

8.2 Term of the Order

The term of the Purchase Order would be 2 years. Within 5 days of receipt of Notification of Award / Purchase Order, the successful Bidder shall execute the contract with NPCI for a period of 2 years.

8.3 Acceptance Procedure

1. Within 5 days of receipt of Notification of Award / Purchase Order the successful Bidder shall send the acceptance.
2. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
3. 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 bidders shall submit Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order, valid for 2 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, within 14 working days of receipt of Purchase Order. 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 should be exclusive of all taxes, duties, charges and levies of State or Central Governments as applicable. The variation due to changes in the rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.

8.6 Key Deliverables

The execution of the certification & on-boarding should be conducted from the Bidder premises within 15 days / as per the applicable timelines. Knowledge transfer may be given by NPCI to the officials nominated by the bidder on the BBPS functionality. Execution of the Certification & on-boarding should be completed within the TAT as defined by NPCI from time to time. Similarly for other activity like products testing TAT would be defined by NPCI depending on the scope of work as applicable.

8.7 Penalty for default in delivery

If the successful bidder does not deploy the resources, or such authorized extension of deployment period as may be permitted in writing by NPCI, NPCI shall impose a penalty as given below:

- a) If the Bidder does not deploy the resources as per the above mentioned delivery schedule and complete Certification & on-boarding and testing within the TAT defined by NPCI, or such authorized extension of deployment / delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty at the rate of 0.5% each week's delay up to a maximum of 5% of the Purchase Order for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.
- b) In the case of delay in compliance with the order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order
- c) 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 Agreement.

8.8 Price:

There shall be no increase in price for any reason whatsoever during the contract period i.e., 2 years from the date of acceptance of the Purchase Order.

8.9 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 contract period from the date of notification of award / Purchase Order.

8.10 Payment Terms

Payment shall be released against monthly invoice submitted in arrears for actual working days of resources deployed suitably attested by NPCI officials. Bidder has to submit declaration every month, along with the Invoice, to the effect that the salaries have been paid to the resources.

Payment shall be released against monthly invoice submitted in arrears for the actual number of certification & on-boarding completed for the month suitably attested by NPCI officials.

8.11 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 default 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 Party's 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 Two (2) 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.

8.12 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

8.13 Obligations of the Bidder

8.13.1 Re-certification: The bidder shall perform recertification under the following conditions at no extra cost

- a) Due to lack in understanding of the specifications shared by NPCI
- b) To comply with guidelines issued by regulatory agency from time to time
- c) When the production system of the bank / entity does not deliver as per specifications laid by NPCI
- d) Any other factor that are attributable to the bidder

However, if there is change in the product which is required to be recertified or if there is any change in the specifications specified by NPCI, then NPCI would make the payments as per the rates applicable to certification as mentioned in the commercial proposal.

8.13.2 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's 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.

8.13.3 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.

8.14 Accounting, Inspection and Auditing

The Bidder shall:

- (i) Keep accurate and systematic account and record in respect of the services to be rendered, with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
- (ii) Periodically permit NPCI or its designated representative up to two years from the expiration or termination of the contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by NPCI.

8.15 Reporting Obligations

The Bidder shall submit to NPCI periodic reports and documents at the scheduled intervals and the final report shall be delivered in CD form in addition to hard copies.

8.16 Exit option and contract re-negotiation

- a) NPCI reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the 'Order Cancellation' clause
- b) Notwithstanding the existence of a dispute, and / or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at the site.
- c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties prior to expiry of the contract and / or natural expiry of the contract. The Bidder should perform a reverse transition mechanism to NPCI or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / vendor nominated by NPCI. Where NPCI elects to transfer the responsibility for service delivery to a number of vendors, NPCI will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- d) The reverse transition services to be provided by the Bidder shall include the following:
 - 1. The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating certification
 - 2. Bidder shall provide adequate documentation thereof.

3. The Bidder shall jointly manage the certification & on-boarding services with NPCI or designated team for a reasonable period of time

e) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the Deliverables under this contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services. Such documentation will be subject to the limitations imposed by bidder's Intellectual Property Rights of this Agreement.

f) Warranties:

1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of NPCI. The bidder shall execute any and all such documents as may be necessary in this regard.
2. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
3. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
4. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.

g) The rates for availing services during reverse transition period would be the same as payable during the contract period for the respective services.

h) During which the existing Bidder would transfer all knowledge, know-how and other things necessary for NPCI or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.

i) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

j) NPCI and the bidder shall together prepare the Reverse Transition Plan. However, NPCI shall have the sole decision to ascertain whether such Plan has been complied with.

k) The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to NPCI or its selected vendors as would be required

8.17 Extension of Contract and Repeat orders

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this Contract, to the satisfaction of and as decided by the NPCI up to a period of two (2) years (completion period) reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 month's period on the same rates and terms and conditions of the Contract. NPCI has right to alter (increase or decrease) the

number of resources. NPCI has right to place repeat order to the bidder for any resources / certification & on-boardings from bidder premises, mentioned in the Contract. The contract shall be co-terminus with the Purchase Orders issued unless extended by NPCI.

8.18 Agencies Personnel

- (i) General: The Bidder shall employ and provide such qualified and experienced personnel as are required to carry out the services. The bidder shall submit the Background Verification Report, in NPCI's standard format (enclosed in Annexure - X), separately for each of the resource to be deployed on-site at NPCI. The resources shall be deployed only after such Report has been submitted and accepted by NPCI. In case the existing resource(s) has / have to be replaced with new resource(s) for any reason, the resource(s) can be deployed only after such Report(s) has / have been submitted and accepted by NPCI.
- (ii) Description of personnel: The title, agreed job description, qualification and estimated period of engagement in the carrying out of services of each of the Bidder's key personnel shall be as per the bidder's proposal described in the contract.
- (i) Change in Scope of Work beyond the scope of the services, the estimated periods of engagement of key personnel set forth in the contract may be increased by agreement in writing between NPCI and the Bidder. In case where payments under the contract exceed the ceilings set forth in the contract it will be explicitly mentioned in the contract.
- (ii) Approval of Personnel: The key personnel and Subcontractors listed by title as well as by name shall be approved by NPCI. In respect of other personnel, which the bidder proposes to use in carrying out of the services, the bidder shall submit to NPCI, copy of their curricula vitae (CVs) for review and approval. If NPCI does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of CVs, such personnel shall be deemed to have been approved by NPCI.

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, copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

8.20 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 deployment of resources / Certification 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 deployment and Certification process.
- 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 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 RFP represent a firm offer to contract on the terms and conditions described in the RFP document

8.21 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 shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. NPCI may 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

8.22 Effect of Termination

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

8.23 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
- 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 it's 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 The Bidder confirms to NPCI that its personnel/ employees/staff as 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, Employees" Compensation Act, Contract Labour(Regulation and Abolition) Act, 1970, Minimum Wages Act, Employees Provident Fund Miscellaneous Provision Act, Profession Tax Act etc. as applicable are fully protected 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 and registers in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by NPCI & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. NPCI shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. NPCI shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

Bidder shall keep NPCI indemnified against any dues/compensation or any other liability of any nature whatsoever due to non-fulfillment of any of the statutory provision under any statute/byelaws/ notification etc. including industrial laws. NPCI shall have full right to recover any claim and liability incurred towards payment of any dues, compensation or cost from Bidder and deduct it from its any outstanding or bills..

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 neither vest nor 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.

8.31 Solicitation of Employees

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

8.32 Facilities provided by NPCI:

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

8.33 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.

8.34 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Union of India. The jurisdiction and venue of any action with respect to the subject -matter of this Contract 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.

8.35 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 proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project.

8.36 Governing Language

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

8.37 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
Phone: 022 4000 9100

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

Section 9 - Technical Specifications

Resource Technical knowledge Compliance:

Areas Of Work	Resource Expertise
<p>Experience in Certification & on-boarding - Online System</p>	<p>Hands-on experience of manual & On-line Testing in the below mentioned items</p> <ol style="list-style-type: none"> 1. Banking - Bill payment domain 2. In Depth Knowledge in ISO Message Formats, Financial Domain, with a focus upon Card & Bill Payment Domain 3. Knowledge in Switching Domain, end to end online certification & on-boarding / Testing. 4. Adequate experience in testing preferably in payments domain 5. Experienced in preparing test cases based on functionality 6. Hands-on experience in reading logs 7. Working knowledge of XML, JavaScript, HTML, ISO message format 8. Keen to bring-in creativity in designing testing scenarios 9. Expected to maintain test battery, daily tracker and daily updates 10. Should have adequate experience in SQTC Testing certification
<p>Experience in Certification & on-boarding - Settlement & Dispute</p>	<ol style="list-style-type: none"> 1. Should have good testing skills for Web & non-web based applications. 2. Should be conversant with manual & automated testing life cycles, defects handling, resolution etc. 3. Should have basis knowledge of SQL. 4. Multi browser testing 5. Text, XML, XLS, PDF file validation and modification Web services automation 6. Automation Skills Required.
<p>Project Management Office PMO</p>	<ol style="list-style-type: none"> 1. Proven PMO / Project Analyst or Coordinator experience and knowledge of project management 3. Understanding of the principles and frameworks of successful project management from a testing & support perspectives 4. Proven experience in providing service to internal & external stakeholders to achieve successful project outcomes 5. Understanding of project delivery and acceptance processes within a fast-paced business environment 7. Demonstrated capability for problem solving, decision making, sound judgment, assertiveness 8. Excellent oral and written communication skills as well as excellent presentation skills with ability to conduct presentations comfortably to large groups 9. Strong relationship building and interpersonal skills 10. Experienced user of MS Project and MS Office toolset (Word, Excel and PowerPoint) 11. Relevant tertiary qualification preferred. Project management certification e.g. PMP.

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 Kurla Complex
Bandra (E), Mumbai - 400 051.

Subject: NPCI/RFP/2015-16/IT/24 dated 14.03.2016 - RFP No. for "Request for Proposal for Engaging Agencies for Certification"

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 RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Annexure A2 - Bid Security (Bank Guarantee)

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

National Payments Corporation of India

Date: _____

BID GUARANTEE No.: _____

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

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee. At the request of the Bidder, we _____ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs. 2,00,000/- (Rupees Two lakhs 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 Kurla Complex, Bandra (E)
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);

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding

(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 Kurla Complex, Bandra (East),
Mumbai - 400 051

Dear Sir,

Subject: NPCI/RFP/2015-16/IT/24 dated 14.03.2016 for "Request for Proposal for Engaging Agencies for Certification & on-boarding"

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information / data / particulars furnished in our bid are

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding

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
(Bidder's Letter Head)

Details of the Bidder		
1	Name of the Bidder (Prime)	
2	Address of the Bidder	
3	Status of the Company (Public Limited / Private Limited)	
4	Details of incorporation of Company	Date: Ref #:
5	Valid Sales Tax Registration No	
6	Valid Service Tax Registration No	
7	Permanent Account No (PAN)	
8	Name and Designation of the contact person to whom all references shall be made regarding the tender	
9	Telephone No (with STD Code)	
10	E-Mail of the contact Person	
11	Fax No (with STD Code)	
12	Website	
13	Financial Details	

Financial Details (as per audited Balance Sheet) In Cr				
	Year	2012 ~2013	2013 ~2014	2014 ~2015
1	Net Worth			
2	Turn Over			
3	PAT			

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

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP # NPCI/RFP/2015-16/IT/24 dated 14.03.2016 - Request for Proposal for Engaging Agencies for Certification & on-boarding**. 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 RFP Terms and Conditions
(Bidder's Letter Head)

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP # NPCI/RFP/2015-16/IT/24 dated 14.03.2016 - Request for Proposal for Engaging Agencies for Certification & on-boarding**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

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

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

To

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

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **RFP # NPCI/RFP/2015-16/IT/24 dated 14.03.2016 - Request for Proposal for Engaging Agencies for Certification & on-boarding**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

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

Annexure G - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP # NPCI/RFP/2015-16/IT/24 dated 14.03.2016 - Request for Proposal for Engaging Agencies for Certification & on-boarding** in response to the RFP by NPCI, including signing and submission of all the documents and providing information / responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2016.
For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)
(Name Designation)
Date:
Business Address:

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

S.No	Eligibility Criteria	Compliance Yes / No	Documentary proof to be attached
1	The bidder should be a Company registered under the Companies Act, 1956 / LLP since the last three years.		Valid company Registration Certificate
2	The bidder should be a profit(profit after tax) making Company in any two of the past three financial years or Calender years or the Bidder's financial year		Audited balance sheets to be submitted along with P/L statement.
	The bidder should have minimum annual turnover of Rs. Two (2) crores during the immediately previous financial year.		Audited balance sheets to be submitted along with P/L statement.
4	The bidder should not be currently blacklisted by any bank / institution in India or abroad.		As per Annexure-D
5	The Bidder must have minimum 2 years hands-on experience of carrying out the similar / relevant certification and on-boarding services for at least 2 projects as on the date of submission of bids		Relevant documentary evidence to be provided
6	The bidder should have minimum 15 Testing resources on their payroll for at least 6 months. These resources should be minimum graduate and having hands-on experience of minimum 2 years for undertaking similar / relevant testing and certification and on-boarding services as sought in the RFP and should have knowledge of different ISO and native formats		Bidder should provide CV of the resources as per Annexure L

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

Annexure J - Technical Evaluation Compliance

J1 - Technical Specifications Compliance:

Scope Of Work	Areas of Expertise	Prior Work done in the area (Y / N)	Capable to Carrying out Work (Y / N)	List of Organizations, Payment Schemes or Payment Networks for which scope of Work is undertaken
Execution of Certification & on-boarding - Online System	Undertaking the Online certification & on-boarding of various products as given below using ISO, XML message formats. <ul style="list-style-type: none"> • ATM - ISO Messages • POS - ISO Messages • AEPS - ISO Messages & XML • ISO Messages • NUUP - XML • EMV - ISO Messages • Any new product under payment domain. 			
Execution of Certification & on-boarding - E-COM	Undertaking the ECOM certification & on-boarding as given below using ISO, XML message formats. <ul style="list-style-type: none"> •XML & HTML •SQL queries •Server to server communication - API •SSL - Basic knowledge •Java-Script •Additional knowledge - optional - .Net, C • Additional knowledge -Basics of mobile technology platforms for development and mobile OS platform - Android, Windows and iOS 			
Execution of Certification & on-boarding - Settlement & Dispute.	<ul style="list-style-type: none"> •Payment Systems - Clearing & settlement of various International Card / Payment Schemes. •Dispute life cycles and management of various card / Payment Schemes. •Transaction Processing / Reconciliation and settlement etc. in Card / Payment Systems. • Handling various data formats like dat, text, dat, XLS, XML files. • Handling ISO file format (ISO 8583, 20022) • Should have experience in Testing Web-based applications and 			

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding

	<p>handling entire Testing life cycle.</p> <ul style="list-style-type: none"> • Should be familiar with advance functions of various desktop applications like MS- Office. 			
Execution of Certification & on-boarding -	<ul style="list-style-type: none"> •Settlement and Clearing Process •ISO Messages Format •Knowledge in Payment Domain •Knowledge in end to end online certification & on-boarding / testing 			
Execution of Certification & on-boarding -	<p>Settlement and Clearing Process ISO Messages Format</p> <ul style="list-style-type: none"> •XML & HTML Format Knowledge in Payment Domain •Knowledge in end to end online certification & on-boarding / testing. •Any new product of settlement for payment Domain 			

J 2 - Resource Technical knowledge Compliance:
(Bidder's Letter Head)

Areas Of Work	Resource Expertise	Prior Work done in the area (Y / N)	Capable to Carrying out Work (Y / N)	No of Resources on roll.
Experience in Certification & on-boarding - Online System	<ul style="list-style-type: none"> • Hands-on experience of manual Testing • Depth Knowledge in ISO Message Format • In Depth Knowledge in Card & Payment Domain Knowledge in Switching Domain Knowledge on Contact / contactless, EMV specification , NFC based payment products • Knowledge in end to end online 			
Experience in Certification & on-boarding - ECOM	<p>Certification & on-boarding / Testing. Hands-on experience of manual testing in at least one of following Domain</p> <ul style="list-style-type: none"> •Cards - technology •ecommerce - 3D Secure or Pay Secure • Banking - payment domain •Adequate experience in testing preferably in ecommerce Domain •Experienced in preparing test cases based on functionality •Hands-on experience in reading Logs •Working knowledge of XML, JavaScript, HTML, ISO message format • Additional knowledge - basics of mobile technology platforms for development and mobile OS platform - Android, Windows and iOS •Keen to bring-in creativity in designing testing scenarios • Expected to maintain test battery, daily tracker and daily updates • Should have good testing skills for Web-based applications. • Should be conversant with all testing life cycles, defects handling, resolution etc. •Should have basis knowledge of SQL. • Adequate experience for carrying out the certification & on-boarding / Testing services • Test Automation Skills & scrip •All Browsers support • Text and XML file validation and modification •Web services automation • Hands-on experience of manual testing • Depth Knowledge in ISO Message Format • In Depth Knowledge in Card & Payment Domain 			

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding

	<ul style="list-style-type: none"> • Adequate experience for Test Engineer Test Lead. Automation Skills Required. • Websites / Windows based applications automation. 			
Experience in Certification & on-boarding	<p>All Browsers support</p> <ul style="list-style-type: none"> • Text and XML file validation and modification <p>Web services API Database verification Communication protocols such as SFTP etc.</p>			
Experience in Certification & on-boarding	<ul style="list-style-type: none"> • Hands-on experience of manual Testing • Depth Knowledge in ISO 8583 / ISO-20022 Message Format • In Depth Knowledge in Card & Payment Domain Adequate Testing experience for Test Engineer Test Lead. <p>Automation Skills Required.</p> <ul style="list-style-type: none"> • Websites / Windows based applications automation. <p>All Browsers support</p> <ul style="list-style-type: none"> • Text and XML file validation and modification Web services automation <p>Database verification</p>			
	<ul style="list-style-type: none"> • Proven PMO / Project Analyst or Coordinator experience and knowledge of project management • Understanding of the principles and frameworks of successful project management from a support perspective • Proven experience in providing service to internal stakeholders to achieve successful project outcomes • Understanding of project delivery and acceptance processes within a fast-paced business environment • Demonstrated capability for problem solving, decision making, sound judgment, assertiveness • Excellent oral and written communication skills as well as excellent presentation skills with ability to conduct presentations comfortably to large groups 			
	<ul style="list-style-type: none"> • Strong relationship building and interpersonal skills • Experienced user of MS Project and MS Office toolset (Word, Excel and PowerPoint) • Relevant tertiary qualification preferred. Project management certification e.g. PMP, CAPM, PRINCE 2 preferred. 			

J 3 - Scoring matrix - Self rating by the bidder
(Bidder's Letter Head)

Criteria	Particulars	Self-Rating by the Bidder as per Scoring Matrix
Accreditation at bidder premises - PCI DSS	PCI-DSS Certification & on-boarding Date	

	Experience in Certifications		
Experience in certification & on-boardings in Cards & Payments- Online / Offline Systems -Card payments -E-com payments - Acquirer , issuer -Mobile payments -AADHAAR payments	Payment System area • Card • E-Com • Mobile • Aadhaar	No Of Years	Organization, Payment Scheme or Payment Network
	Experience in Functional testing		
Experience in functional testing -E-com -Clearing & Settlement -Clearing House -Mobile application	Payment System area E-Com Clearing & Settlements Clearing House Mobile Apps	No Of Years	Organization, Payment Scheme or Payment Network

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

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

Annexure K - Client Reference
(Bidder's Letter Head)

Client Reference Details

RFP # NPCI/RFP/2015-16/IT/24 dated 14.03.2016

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

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

Annexure L - Details of Resources
(Bidder's Letter Head)

RFP # NPCI/RFP/2015-16/IT/24 dated 14.03.2016

CURRICULUM VITAE (CV) FOR PROPOSED STAFF TO BE DISCLOSED IN THIS FORMAT ONLY

Summary of Resources Assigned for the project

S. No.	Staff Name	Name of the Firm / Company	Consulting	Area of Expertise	Position / Task Assigned

RFP # NPCI/RFP/2015-16/IT/24 dated 14.03.2016
(Bidder's Letter Head)

CURRICULUM VITAE (CV) FOR PROPOSED STAFF

1. Proposed Position:

[For each position of key professional separate format to be enclosed]:

2. Name of Firm / Company:

[Insert name of firm / company proposing the staff]:

3. Name of Staff: [Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college / university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment / job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment / jobs in which the staff has been involved, indicate the following information for those Assignment / jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment / job or project: Year:

Location:

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding

Employer:

Main project features:

Positions held: Activities

performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized
Representative of the staff]

Place:

[Full name of authorized representative]:

Section 12 - Documents to be put in Envelope "C"
(Bidder's Letter Head)

Annexure M - Commercial Bid Form

(To be included in Commercial Bid Envelope)

To:
NPCI

Dear Sirs,

Re: RFP # NPCI/RFP/2015-16/IT/24 dated 14.03.2016 for Request for Proposal for Engaging Agencies for Certification & on-boarding.

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required services 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 RFP. 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 - Bid Format

RFP # NPCI/RFP/2015-16/IT/24 dated 14.03.2016
(Bidder's Letter Head)

Table - A: Rate Card / per resource cost for commercial evaluation only.

Amount in Rs

S.No	Line Item	Unit Price per month / resource	Tax	Sub Total	No of Resources per month (#)	Total Price per month	Total Price for 10 resources for 2 Years
1	Deployment of resources				10		
	Sub Total						

estimated number of resources per month for commercial evaluation only. The actual number of resources may vary.

Table B-BBPS certification
Execution of Certification:

Sr. No	Certification Time Line	No of Certification(A) *	Certification Cost (Rs)(B)	Tax (%)	Tax Amount (Rs)	Total Cost Y= A*(B+C)
1	<1 Week	50				
2	1-2 Weeks	20				
3	2-3 Weeks	30				
4	3-4 Weeks	50				
5	4-5 Weeks	20				
6	5-6 Weeks	30				
7	6-7 Weeks	20				
8	7-8 Weeks	20				
	Total					

Total (T) = A+B

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

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure Y - Back ground verification
(Bidder's Letter Head)

RFP # NPCI/RFP/2015-16/IT/24 dated 14.03.2016

Details of Employee outsourced at NPCI through _____

Personal Details

Name : Date of Joining (NPCI site):

Father's/Husband's Name:

Date of Birth:

Home State:

PAN No:

Religion:

Blood Group:

Caste:

Mother Tongue:

Gender:

Driving License No:

Passport No:



Address Details	Permanent	Residential (current)
Address		
Address		
Address		
City & Pin Code		
State		

Email ID:	
Mobile No:	
Residential Phone (with STD Code):	

**Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding
Educational / Professional Qualification (begin from latest)**

Sr. No.	Course	University	Percentage	Year of Passing

Technical Skills

Sr. No	OS/ Networking	Application/ Database/Software	Hardware	Year of Passing

Employment Details (begin from latest)

Sr. No	Organization	Last Position Held	From Date	Till Date

Two contact details to be contacted in case of any emergency

	Name	Phone Number
1.		
2.		

Declaration

We hereby declare that we have verified and found that all the statements made above are true, complete and correct to the best of our knowledge and belief.

We hereby declare that we have obtained their Police verification report and nothing adverse has been reported against the above person.

We are attaching any one ID proof (Pan Card / UID / Passport / Driving License) for your reference.

Place : _____ Authorized Signatory & Company Stamp

Date : _____ Name : _____

Designation : _____

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 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 request for Proposal for Engaging an Agency for BBPS Certification 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

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding 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

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding 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.

IN WITNESS WHEREOF, the parties hereto Successful Bidder Name have duly executed this Agreement by their duly authorized representatives as of the

Effective Date written above. NATIONAL

Request for Proposal for Engaging Agencies for certification of BBPS (BBPOU) & On-boarding
PAYMENTS CORPORATION OF INDIA

By Name: By Name:

Designation Designation