



REQUEST FOR Quotation for Engaging consultant resources for blockchain project for NPCI

RFQ REFERENCE NUMBER: NPCI:RFQ:2017-18/PD/01 dated 15.03.2018

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

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

Important Detail of RFQ

Note: Proposals will be opened in the presence of the Proposers or their representative who indicates to attend the Proposal opening meeting in person or through proper authority letter from Proposers (as detailed elaborately in this document).

Checklist

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

1. Both the technical and commercial Proposals are prepared in accordance of RFQ document
2. Envelope 'A' Eligibility Criteria Response.
3. Envelope 'B' Commercial Proposal.
4. All the pages of Eligibility Criteria Response, Technical Proposal and Commercial Proposal duly signed and sealed by either by the Proposer or by it's Authorized Signatory.
5. All relevant certifications, testimonials and audit reports, to be enclosed to support claims and credits made in the Proposal must be in relevant Envelopes.
6. All the pages and submitted document as part of Proposal must be duly signed either by the Proposer or its Authorized signatory or in sealed envelope by the proposer.
7. Commercials to be quoted in Indian Rupees (INR) only.

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Section 1 – Proposal Schedule and Address

Sr No	Description	Detailed Information
1	Name of Project	RFQ for engaging consultant resources for blockchain project for NPCI
2	Proposal Reference Number	NPCI:RFQ:2017-18/PD/01
3	Date of Commencement of sale of Proposal Document	15 th March 2018
4	Last date of submission of Pre Proposal query	19 th March 2018
5	Last Date and Time of submission of Proposal	21 st March 2018
6	a) Date and Time of Technical Proposal opening b) Date and Time of Commercial Proposal opening	a) 21 st March 2018 5:30 pm b) Will be intimated later
7	Place of Proposal submission and opening of Proposals	National Payments Corporation of India, Unit no. 301, 3 rd Floor, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai 400 063
8	Name and Address for communication.	SVP & Head - Product Development & Innovations. National Payments Corporation of India Unit nos. 301 , 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon east, Mumbai - 400063 Phone- 022 40508500
9	Proposal related queries	Ms. Ronnette Fernandes Mobile: +91-7045958845 Email: ronnette.fernandes@npci.org.in Mr. Vishal Anand Kanvaty Mobile: +91-8291898899 Email: vishal.kanvaty@npci.org.in
10	Proposal Cost	Nil
11	EMD	Nil

Note: Proposals will be opened in the presence of the Proposers or Proposers' representative who chooses to attend the proposal opening Meeting either in person or through proper authority letter from Proposers (as detailed elaborately in this document).

Section 2 – Introduction

2.1 About NPCI:

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

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

2.2 Objective of this RFQ:

NPCI plays a very important and crucial role in facilitating the retail payment of the country, while enabling the clearing and settlement NPCI does have a bouquet of products which addresses to each strata of society and need.

In order to have constant innovation and drawing a comparison on the new technological development in developed countries NPCI has shortlisted few projects which can be explored and taken to conclusion.

National Payments Corporation of India proposes to engage consultants/consultant resources who have requisite knowledge and reputation of managing and delivering projects on a large scale with a view on the future market and regulatory trends domestic and globally.

The Proposer should have adequate experience as sought in the RFQ to undertake the above activities.

2.3 Scope of work

This RFQ is primarily for engaging with consultant/consultant resources with minimum 7 years of experience in the areas of retail payment and adequate experience in blockchain.

Following is the envisaged skillset:

1. Blockchain Analyst – 01 Nos
2. Blockchain Architect – 01 Nos
3. Payment Domain Expert – 01 Nos

The aforesaid is the mere indicative list, and is subject to such change as shall be intimated by NPCI at the time of engagement. The Proposer who would be elected as consultant to provide resource should help NPCI scope, design and architect and arrive at a comprehensive document which forms the basis for the implementation.

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The Proposer/consultant needs to have an in-depth understanding with a quantitative metrics on the below parameters

- a) The market needs
- b) Market size estimation
- c) How the gap is being addressed currently
- d) Key ecosystem players and their market share
- e) Market dynamics

Terms & Conditions:

1. The proposer/consultant to share relevant profiles – blockchain analyst, blockchain architect and payment domain expert which meet the said criteria.
2. The shortlisted candidates (analyst) need to work out of NPCI office throughout the duration of the engagement and will be governed by the working hours prescribed by NPCI HR.
3. NPCI reserves the right to select one or many resources across consultants.
4. NPCI is not bound to accept the lowest or any proposal if not found appropriate.
5. The appointment will be for a period of **Three** months only and subject to review after the first 15 days from the date of appointment.

2.4 Ownership of this RFQ

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

Section 3 – Eligibility Criteria

3.1 Pre-requisite:

The proposer/consultant firm should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in this RFQ. The Proposer should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The proposal must be complete in all respects and should cover the entire scope of work as stipulated in the document. Proposals not meeting the eligibility criteria will not be considered for further evaluation.

3.2 Eligibility Criteria:

The invitation to proposal is open to all Proposers/Consultants (firm) who qualify the Eligibility Criteria as given below. Failure to provide the desired information and documents may lead to disqualification of the Proposer.

3.2.1.The Proposer should be a Company registered under the Companies Act/ Partnership / LLP since the last three years

- a) In case the Proposer Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the proposal.
- b) In case the Proposer Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of proposal.

3.2.2.The Proposer should have minimum annual turnover of INR 50 million during each of the three financial years (2014-15, 2015-16 and 2016-17) or calendar years 2014, 2015, 2016 or Proposer's financial years.

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

3.2.3.The Proposer should be a profit (profit after tax) making company in any one of the three financial years i.e. (2014-15, 2015-16 and 2016-17) or calendar years 2014, 2015, 2016 or the proposer's financial years.

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

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- 3.2.4. The Proposer/firm should have at least 7 to 10 years rich experience in payments domain.
- 3.2.5. The Proposer/firm should have experience with professional excellence and measures to International standards.
- 3.2.6. The Proposer must have adequate manpower and support staff to pull off the implementation within the specified timeline.
- 3.2.7. The Proposer should not be currently blacklisted by Government/Government Agency/ Bank/ Institution in India or abroad.
- 3.2.8. The Proposer/firm should provide reference of 2 clients for whom they have implemented/conceptualized/scoped projects in blockchain.
- 3.2.9. Clauses 3.2.1, 3.2.2 and 3.2.3 can be waived off for consultants, who have minimum of 10 years' relevant leadership experience in Banking and Payments and adequate experience in blockchain and who are registered with Startup India scheme of Department of Industrial Policy and Promotion (DIPP).
- 3.2.10. The Proposer should have full-fledged office/branch at Mumbai with the required expertise and resources to support timely service for activities within the scope of work.

Only such companies who satisfy all the above mandatory provisions will be considered as **Eligible** and only such company/s Commercial proposal will be opened for final selection.

Note: Appropriate documentary proofs with necessary details should be attached for all above requirements.

Section 4 – Instruction to Proposers

A. The Proposing Document

4.1 RFQ

1. RFQ shall mean Request for Quotation
2. Proposal, Tender and RFQ shall mean the same

4.2 Content of Proposing Document:

The proposal shall be in 2 separate envelopes, Envelope A and Envelope B. The contents of the envelopes are mentioned in clause 4.8.

B. Preparation of Proposal

4.3 Proposal Fees

Fees should include all costs including all applicable taxes etc.

4.4 Period of validity of Proposals:

Proposals shall remain valid for a period of 20 days after the date of Proposal opening as mentioned in Section 1 or as may be extended from time to time. NPCI holds the right to reject a Proposal valid for a period shorter than 20 days as non-responsive, without any correspondence.

4.5 Format of Proposal

The Proposer shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy) of the proposal. In case of any discrepancy, the original shall govern.

4.6 Signing of Proposal

The Proposal shall be signed either by the Proposer or by a person or persons authorized to sign on behalf of the Proposer, subject to due adherence to terms of this RFQ.

C. Submission of Proposal

4.7 Two-Envelope proposing process:

4.7.1 The Proposal shall be prepared in 2 different envelopes, Envelope A and Envelope B.

4.7.2 Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as **‘Request for Quotation (RFQ) for engaging consultant resources for blockchain project for NPCI’**.

4.7.3 The inner and outer envelopes shall

- a) be addressed to NPCI at the address mentioned in Section 1
- b) The inner envelopes shall indicate the name and address of the Proposer.
- c) If the outer envelope is not sealed and marked as indicated, NPCI shall assume no responsibility for the proposal’s misplacement or premature opening.

4.8 Contents of the Two Envelopes

4.8.1 Envelope A ‘Eligibility Criteria’ The following documents shall be inserted inside Envelope A:

1. Proposer’s Information – Annexure 1
2. Eligibility Criteria Matrix – Annexure 2
3. Declaration regarding Clean Track Record - Annexure 3
4. Scope of Work – Annexure 4
5. Non-Disclosure Agreement – Annexure 7

4.8.2 Envelope B ‘Commercial Proposal

Professional Fees Format with Commercial Proposal Form– Annexure 5 & 6

4.9 Proposal Submission

Proposal sealed in accordance with the instructions to Proposers should be delivered at the address as mentioned in Section 1.

The offers should be made strictly as per the format enclosed.

4.10 Proposal Currency

All prices shall be expressed in Indian Rupees only.

4.11 Proposal Language

The proposal shall be in English Language only.

4.12 Deadline for Submission

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

4.13 Extension of Deadline for submission of proposal

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

4.14 Late Proposal

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

4.15 Modification and Withdrawal of Proposals

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

4.15.2: No proposal will be modified after the deadline for submission of proposals.

4.16 Right to Reject, Accept/Cancel the proposals:

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

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

4.17 RFQ Abandonment

NPCI may at its discretion abandon the process of the selection of **consultant for blockchain project** at any time before notification of award.

4.18 Proposal Evaluation Process

The Proposal Evaluation will be carried out in 2 stages– Eligibility and Commercial evaluation

4.19 Contacting NPCI

From the time of proposal opening to the time commercial proposal closure, if any Proposer wishes to contact NPCI for seeking any clarification any matter related to the proposal, it should do so in writing (as mentioned in Section 1) .

Section 5 – Proposal Opening

5.1 Opening of Proposals

5.1.1 Proposals will be opened in 2 stages:

Stage 1 – In the first stage only the Eligibility & scope of work proposal i.e. Envelope A will be opened.

Stage 2 – In the second stage the Commercial proposal i.e. Envelope B will be opened.

5.2 Opening of Eligibility Proposals

5.2.1 NPCI will open Envelope 'A' either in presence of Proposers or Proposers' 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.

5.3 Opening of Commercial Proposals

5.3.1 Only those proposals that are eligibility qualified will be intimated for opening of commercial proposals.

5.3.2 The representatives of the Proposer have to produce **an identity proof from the Proposers** to represent them at the time of opening of Commercial Proposals. Only one representative will be allowed to represent each Proposer. In case either the Proposer or Proposer's representative is not present at the time of opening of proposals, the proposals will still be opened at the scheduled time at the sole discretion of the NPCI.

Section 6 – Proposal Evaluation

6.1 Preliminary Examination of Eligibility Proposals:

6.1.1 NPCI will examine the Proposals to determine whether they are complete, whether required information has been provided as underlined in the Proposal document, whether the documents have been properly signed, and whether Proposals are generally in order.

6.1.2 NPCI may waive any minor informality, non-conformity or irregularity in a Proposal that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Proposer.

6.1.3 If a Proposal is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Proposer by correction of the nonconformity.

6.2 Evaluation of Commercial Proposals:

6.2.1 Arithmetic errors in the proposals submitted shall be treated as follows:

- i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- ii. Where there is a discrepancy between the amount mentioned in the proposal and the line item total present in the Commercial proposal, the amount obtained on totaling the line items in the Commercial proposal will govern.

6.2.2 Commercial proposals of only the qualified short-listed Proposers will be opened and evaluated, which would mean that only those consultants whose resource profile are found fit for the engagement would be considered for the commercial proposal round.

6.3 Successful Evaluated Proposer

Proposer who has quoted the lowest and meets the maximum objective points will be declared as successful evaluated Proposer who will be called L1 Proposer.

Section 7 – Terms and Conditions

7.1 Notification of Award

7.1.1 After selection of the L1 Proposer and after obtaining internal approvals and prior to expiration of the period of Proposal validity, NPCI will send Notification of Award /Offer Letter to the selected Proposer.

7.2 Purchase Order:

7.2.1 Within one week of receipt of Notification of Award the successful Proposer shall accept the willingness to join the project.

7.2.2 Failure of the successful Proposer to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

7.3 Taxes and Duties:

All taxes if any, shall be deducted at source as per then prevailing rates at the time of release of payments. Prices shall be exclusive of GST. The Proposer and NPCI shall meet the requirements of applicable Goods & Services Tax (GST) rules and regulations. NPCI State wise GST details are as under:

- Maharashtra: 27AACCN9852G1Z5
- Telangana: 36AACCN9852G1Z6
- Tamilnadu: 33AACCN9852G1ZC
- Delhi: 07AACCN9852G1Z7

7.4 Terms of Acceptance Letter:

The Acceptance Letter shall be delivered within one week of receipt of the Offer Letter or emailed within 3 days of the receipt of the Offer Letter.

7.5 Penalty for default in submission of Acceptance letter:

7.5.1 If the Proposer does not deliver the Acceptance Letter as per the above mentioned schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall reserve the rights for cancellation of the said Offer Letter and to issue a fresh Offer letter to another Proposer.

7.5.2 In the case of delay in compliance with the offer letter beyond one week of the stipulated time period, NPCI will have the right to cancel the Appointment

7.6 Terms and Conditions:

7.6.1 The appointment will be for a period of **Three** months only and subject to review after the first 15 days from the date of appointment.

If any resource of the Proposer/Consultant performance is not found satisfactory during the first 15 days period, the Proposer shall be asked to provide another -resource within 5 days of intimation, at the same terms and conditions.

Renewal of the engagement shall depend on the performance & delivery of the services, at the end of three months, under the same terms and conditions of the Proposal.

7.6.2 The Proposer/Consultant should provide experienced blockchain analyst, payment domain expert as mentioned in scope of work.

7.6.3 Non-Disclosure Agreement to be signed between the NPCI & Proposer firm in the format annexed hereto as Annexure - 7.

7.6.4 To keep confidentiality of all the information received from NPCI during the execution of this engagement.

7.7 Payment Terms:

Payment would be made at the end of EVERY calendar month of the deployment of the Consultant(s) by the Proposer, during the duration of the engagement period

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Proposer shall raise invoice basis the man day rate contracted between NPCI and the Proposer, for each of the resource that was deployed.

The Proposer shall produce the copies of the time sheets of the consultants signed by the NPCI Project SPOC, at the time of submitting the invoice

In case the Proposer submits an incorrect invoice to NPCI, the Proposer/Consultant would be informed in writing by NPCI and the Proposer shall send a rectified invoice within 2 working days of intimation, payment of which would be made in 7 working days.

7.8 Price:

There shall be no increase in price during this period.

7.9 Intellectual Property

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 Proposer 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 Proposer or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Proposer. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

7.10 Confidentiality:

The Proposer/Consultant shall (whether or not he submits the tender/proposal) treat the details of the documents as secret and confidential.

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

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

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

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

7.11 Proposer's Liability

7.11.1 The selected Proposer/Consultant will be liable for all the deliverables.

7.11.2 The Proposer's aggregate liability in connection with obligations undertaken as part of the consultant engagement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual

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

7.11.4 Liquidated Damages: The parties hereby agree that due to negligence of act of the selected Proposer/Consultant or non-fulfillment of contract obligations, if NPCI suffers losses, damages or incurs liability, the Proposer would be fully liable to the total value of the Purchase Order/contract, as shall be raised and issued by NPCI in favour of selected Proposer/Consultant.

7.12 Termination

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

For Insolvency: NPCI may at any time terminate the contract by giving written notice to Proposer, if Proposer becomes bankrupt or insolvent. In this event, termination will be without compensation to Proposer, 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 Proposer's failure to perform the contract/Purchase Order as shall be raised and issued by NPCI in favour of selected Proposer/Consultant.

7.13 Indemnity

The Proposer 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 Proposer and its employees and representatives, breach of the terms and conditions of this RFQ or purchase order(as shall be raised and issued by NPCI in favour of selected Proposer/Consultant), false statement by the Proposer, employment claims of employees of the Proposer, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of Proposer, 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. However, in case of damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities, indemnity would be unlimited.

7.14 Force Majeure

For purposes of this clause, "Force Majeure" means an event beyond the control of Proposer/Consultant and not involving NPCI or Proposer/Consultant' fault or negligence and not foreseeable

If either party is prevented, restricted, delayed or interfered by reason of:

- Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics, natural disasters.

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- War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion.
- Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations.
- Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein
- 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 Purchase Order at any time thereafter without notice.

Notwithstanding the provisions of this Purchase Order, Proposer/Consultant or NPCI shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Purchase Order is the result of Force Majeure.

If force majeure situation arises, Proposer/Consultant shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, Proposer/Consultant shall continue to perform its obligations under Purchase Order as far as possible.

7.15 Resolution of Disputes

All disputes or differences between NPCI and the Proposer shall be settled amicably through direct informal negotiation, if any, by referring the dispute or difference to Senior Management of both Parties for redressal of disputes. In the event there is no appropriate solution / consensus which Parties arrive at, such dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 (including amendments thereto, if any) 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.

7.16 Compliance with Applicable Laws of India

The Proposer 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 RFQ and for the Purchase Contract (as shall be issued to the selected Proposer), 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 Proposer 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 RFQ 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 Proposer..

7.17 Legal Compliances

The Proposer 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 Proposer is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Proposer 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 Proposer 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 Proposer.

7.18 Compliance with Labour Law.

The Proposer shall comply with all the statutory requirements as are applicable from time to time and shall be solely responsible for fulfilment of all legal obligations under various statutes including Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act, Workmen Compensation Act, EPF & Miscellaneous Provisions Act, Shop and Establishment Act etc. Proposer shall keep NPCI indemnified against any dues/compensation or any other liability of any nature whatsoever due to non-fulfilment 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 Proposer and deducts it from its outstanding subsequent bills.

7.19 Statutory Compliance

Proposer shall comply and ensure strict compliance by his employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify NPCI from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against NPCI under Workmen Compensation Act, 1923, The Employees Provident Fund Act, 1952, The Purchase Order Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, etc. Shop and Establishment Act and any Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

Proposer shall ensure to keep and maintain all the statutory registers, records as required under provisions of contract of Labour(R&A) Act,1970, Minimum Wages Act and the rules made thereunder, Employees Provident Fund Act, 1952 and keep the same available for inspection by NPCI and Government Authorities.

7.20 Applicable Law and Jurisdiction

The RFQ, Purchase Order and Contract to be executed between NPCI and selected Proposer shall be governed and interpreted in accordance with the laws of India and shall be subject to exclusive jurisdiction of courts at Mumbai, India.

7.21 No Damage of NPCI Property

Proposer shall ensure that there is no loss or damage to the property of NPCI while executing the RFQ / Purchase Order (as may be issued to the selected Proposer). 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 Proposer.

7.22 Fraudulent and Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of this RFQ and includes collusive practice among Proposer’s (prior to or after proposal submission) designed to establish proposal 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 engagement.

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

Section 8 Documents to be put in Envelope A

Annexure 1

Proposer's Information

Details of Proposer		
1	Name of the Proposer (Prime)	
2	Address of the Proposer	
3	Status of the Company (public Ltd/Private Ltd)	
4	Details of Incorporation of the Company	Date: Ref#
5	Details of commencement of business	Date: Ref#
6	Valid Sales Tax Registration number	
7	Valid GST Registration number	
8	Permanent Account Number(PAN)	
9	Name & Designation of the contact person to whom all references shall be made regarding this tender/proposal	
10	Telephone no. (with STD Code)	
11	E-mail of the contact person	
12	Fax no (with STD code)	
13	Website	

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Financial Details (as per audited balance sheet) (in cr)				
14	Year	2014-15	2015-16	2016-17
15	Net Worth			
16	Turn Over			
17	PAT			

Annexure 2**Eligibility Criteria Matrix**

Sr. no	Description	Compliance Yes/No	Documentary proof to be attached
1	<p>The proposer should be a Company registered under the Companies Act/ Partnership / LLP since the last three years.</p> <p>a) In case the proposer Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the proposal.</p> <p>b) In case the Proposer Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of proposal.</p>		Certificate of Incorporation/Registration
2	<p>The proposer should have minimum annual turnover of INR 50 million during each of the three financial years (2014-15, 2015-16 and 2016-17) or calendar years 2014, 2015, 2016 or proposer's financial years.</p> <p>a) In case the proposer Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the proposer Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p> <p>b) In case the proposer Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and</p>		Proposer's Audited Balance-sheet and Profit-Loss statements (including auditors and directors report) of the financial years 2014-15, 2015-16 and 2016-17.

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	profit after tax for the purpose of meeting the eligibility criteria; should the proposer Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.		
3	<p>The proposer should be a profit (profit after tax) making company in any one of the three financial years i.e. (2014-15, 2015-16 and 2016-17) or calendar years 2014, 2015, 2016 or the proposer's financial years.</p> <p>a. In case the proposer Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the proposer Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p> <p>b. In case the proposer Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the proposer Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>		Proposer's Audited Balance-sheet and Profit-Loss statements (including auditors and directors report) of the financial years 2014-15, 2015-16 and 2016-17.
4	The Proposer/firm should have at least 7 to 10 years rich experience in payments domain		Undertaking from the proposer on letter head
5	The Proposer/firm should have experience with professional excellence and measures to International standards.		Undertaking from the proposer on letter head

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6	The Proposer must have adequate manpower and support staff to pull of the implementation within the specified timeline.		Head count of employees in the organization with team strength in the following areas on the letter head of the company a) Blockchain domain – segregation into analyst and architect b) Payment domain analyst and manager
7	The Proposer should not be currently blacklisted by Government/Government Agency/ Bank/ Institution in India or abroad.		Undertaking from the proposer on letter head
8	The Proposer/firm should provide reference of 2 clients for whom they have implemented/ conceptualized/scoped projects in blockchain		Contact details along with solution provided to the party
9	Clauses 3.2.1, 3.2.2 and 3.2.3 (Sr. No. 1,2 and 3 from this list) can be waived off for consultants, who have minimum of 10 years' relevant leadership experience in Banking and retail Payments and adequate experience in blockchain and who are registered with Startup India scheme of Department of Industrial Policy and Promotion (DIPP).		Registration copy of the consultant with Startup India scheme of DIPP Undertaking from the consultant on letter head
10	The Proposer should have full-fledged office/branch at Mumbai with the required expertise and resources to support timely service for activities within the scope of work.		Undertaking from the proposer on letter head

Sr. No.	Name of staff	Length of Association with the Firm (in years)	Educational Qualifications	Areas of Key Expertise	Relevant experience	Remarks

Please attach CV's of all the candidates mentioned in the above format not exceeding 2 pages per person. These candidates would be interviewed (telephonic) and only on successful evaluation will NPCI proceed to the next round.

Annexure 3

Declaration Regarding clean Track by Proposer

(On Company/Firm's letter head)

To,

The Chief Executive Officer

National Payments Corporation of India,

1001A, 10th floor, B Wing, The Capital,
Bandra (E), Mumbai – 400 051.

Sir

Re: RFQ No. NPCI: RFQ: 2017-18/PD/01 dated 15th March 2018 for —RFQ for engaging consultant resources for blockchain project for NPCI.

I have carefully gone through the Terms and Conditions contained in the above referred RFQ. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Or

No	Country in which the Company is debarred/ blacklisted/case is pending	Black listed/debarred by Government/semi Government organization/institution	Reason	Since When and for how long

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Proposer)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure 4

The Scope of work to be mentioned as per Section – 2.3 and enclose information by the Proposer on the following points.

- 1) Areas of Specialization
- 2) List of Major Jobs Handled
- 3) List of Special Jobs

Section 9 Documents to be put in Envelope B

Annexure 5

Consultant resource Fees Format

Sr. No.	Role	Name	Overall experience	Educational Qualifications	Areas of Key Expertise	Relevant experience	Unit cost per man day in INR
1							
2							
3							
4							

(Amount in Rs) All prices are exclusive of taxes.

Dated this..... Day of.....2018

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure 6

Commercial Proposal Form

(To be included in Commercial Proposal Envelope)

To:

Date:

NPCI

Dear Sir,

Re: Request for Quotation for engaging consultant/consultant resource for blockchain project

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

We undertake, if our proposal is accepted, to provide blockchain and payment resources for the above purpose within the stipulated time schedule.

We agree to abide by the proposal by the proposer and the fees quoted therein for the orders awarded by NPCI up to the period prescribed in the proposal which shall remain binding upon us. Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this..... Day of.....2018.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign proposal for and on behalf of

Annexure 7

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered on this _____ day of _____, 201 ("Effective Date") between

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

AND

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

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

NPCI and _____ shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

NOW THEREFORE

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

Article 1: Purpose

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

(STATE THE PURPOSE)

Article 2: DEFINITION

For purposes of this Agreement, "**Confidential Information**" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services

rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

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.

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.

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

Article 6: INJUNCTIVE RELIEF

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

Article 7: NON-WAIVER

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

Article 8: DISPUTE RESOLUTION

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 9: GOVERNING LAW AND JURISDICTION

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

Article 10: NON-ASSIGNMENT

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

Article 11: TERM

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (3) years after the termination of this Agreement.

Article 12: INTELLECTUAL PROPERTY RIGHTS

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

Article 13: GENERAL

- . Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
- . 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.
- . 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 have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

**NATIONAL PAYMENTS CORPORATION OF
INDIA**

TYPE COMPANY NAME

By:

By:

Name:

Name:

Designation:

Designation: