



REQUEST FOR PROPOSAL FOR EMPANELMENT OF STRATEGIC TRAINING AGENCY FOR NPCI

RFP Reference No: NPCI/RFP/2017-18/FLAS/042 dated 14th March 2018

**National Payments Corporation of India
1001A, 10th floor, B Wing,
The Capital, Bandra Kurla Complex,
Bandra East, Mumbai 400 051
Website: www.npci.org.in**

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This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the bidders / applicants who are qualified to submit the bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. NPCI makes no representation or warranty and shall incur no liability under any law, statute, rules and 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.

Important Detail of RFP

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

Checklist

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

- a. Eligibility criteria response (Envelope A), Technical Bid (Envelope B) and Commercial Bid (Envelope C) prepared in accordance with the RFP document.
- b. Demand Draft / Pay Order for Rs. 20,000/- (Rupees Twenty Thousand only) exclusive of taxes in Envelope – 'A' towards cost of RFP.
- c. Demand Draft / Banker's Cheque / Bank Guarantee for Rs. 2,00,000/- (Rupees Two Lacs only) towards Bid Security in Envelope – 'A' Earnest Money Deposit (EMD)
- d. Envelope 'A' Eligibility Criteria Response
- e. Envelope 'B' Technical Response
- f. Envelope 'C' Commercial bid
- g. RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope – 'A'.
- h. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
- i. Prices to be quoted in Indian Rupees (INR).
- j. All relevant certifications, audit reports to support claims made in the Bid must be placed in the relevant Envelopes.
- k. All the pages of the documents submitted as part of the Bid must be duly sealed and signed by the authorized signatory.

Section 1 Bid Schedule and Address

Sr. No	Description	Detailed Information
1	Name of Project	RFP for empanelment of training agency for NPCI
2	Tender Reference Number	NPCI/RFP/2017-18/FLAS/042
3	Date of release of Bidding Document (Document can be downloaded from NPCI website)	14 March 2018
4	Last date of submission of Pre Bid queries	19 March 2018 (12.00 PM)
5	Date of Pre-Bid Meeting	20 March 2018 (10.00 AM)
6	Last Date and Time of submission of Bids	26 March 2018 (12.00 PM)
7	a) Date and Time of Eligibility and Technical Bids opening b) Date and Time of Commercial Bid opening	a) 26 March 2018 (12.30 PM) b) Will be informed to the eligible bidders
8	Place of Bid submission and opening of Bids	National Payments Corporation of India 2nd Floor, Raheja Titanium, Western Express Highway, Goregaon (East), Mumbai – 400063
9	Name and Address for communication.	National Payments Corporation of India 2nd Floor, Raheja Titanium, Western Express Highway, Goregaon (East), Mumbai – 400063
10	Bid related queries	Deepak Satpathy Contact:- 8108122878 Email ID : deepak.satpathy@npci.org.in Rashmi Kumari Contact:- 8291847192 Email ID : rashmi.kumari@npci.org.in Debashish Goswami Contact: 8291847174 Email ID:debashish.goswami@npci.org.in

11	Bid Cost	INR 20,000 (₹ 20,000 plus applicable taxes), bid cost should be in Indian Rupees only
12	EMD	INR 2,00,000

Note:

1. Bids will be opened in the presence of the Bidders /Bidders' representative who choose to attend the bid opening meeting.
2. Date and Time of opening of the commercial bids will be intimated later.
3. Bid Cost: DD shall be made in favor of “National Payments Corporation of India” for an amount ₹ 20,000 inclusive of taxes (Non-Refundable) payable at Mumbai.

Section 2 – Introduction

2.1 About NPCI:

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

Currently, 56 banks are shareholders of NPCI out of which 19 are Public Sector Banks, 17 Private Sector Banks, 3 Foreign Banks, 7 Multi State Co-Operative Banks and 10 Regional Rural Banks. The vision, mission and values of NPCI are: Vision - To be the best payments network globally, Mission - Touching every Indian with one or other payment services and to make our mission possible, we live and work by five core values: Passion for Excellence, Integrity, Customer Centricity, Respect and Collaboration.

2.2 Objective of this RFP:

This RFP is being issued by NPCI for empanelment of Training Agency for NPCI ("Agency"). The successfully selected Bidder /Agency will work with NPCI for the scope of work detailed in Section 3.

2.3 Cost of the RFP:

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

The Bidders shall submit the bids at NPCI's office at National Payments Corporation of India 2nd Floor, Raheja Titanium, Western Express Highway, Goregaon (East), Mumbai – 400063 along with non-refundable amount of ₹ 20,000 (INR Twenty Thousand only), payable in the form of Demand Draft/Pay order from any Scheduled Commercial bank or Nationalized Bank etc. in India favoring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai along with Envelope A. This RFP document is non-transferable and cost of RFP document is non-refundable.

2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. 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. NPCI is not bound to disclose the grounds for rejection of Bid. The decision of the NPCI regarding the final declaration of the successful Bidder shall be final.

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 through Pre-Bid queries.

2.5 Ownership of this RFP

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

Section 3 Scope of Work

Regarding the area/scope of work that the Agency/successful Bidder would be required to perform/undertake the following parameters proposed by NPCI:

3.1 Introduction

- Build a team of highly trained staff of the agency, best equipped and well-prepared master trainers dealing in with latest available content of the services offered by NPCI.
- The master trainers will be outsourced by the Agency and would be deployed on demand.
- Conduct trainings and outreach campaigns on financial literacy Pan-India.
- To carry out trainings in Hindi, Marathi, Gujarati and any other local languages for various locations as per the requirements of NPCI from time to time.
- To follow a specific format & content (as per NPCI directions & current content/formats).
- To capture the impact & training feedback for every workshop/campaign.
- The tracking will be done on a real time basis via MIS reports & Dashboards, in the format as shall be prescribed by NPCI.
- To envisage and execute data mapping in terms of transactions caused by such trainings.
- To provide detailed reportage of all workshops/campaigns from field.
- To connect to Multiple Stakeholders (including and not restricting Multiple stakeholders implies banks, non-banks, corporates, NGOs, government entities etc.), locations and type of beneficiaries as required.

TRACKING MECHANISM:-

In order to get a result oriented, trackable and measurable outcomes, the following parameters should be taken into account:-

- Trainers to provide real time reporting like total attendees, MIS Reporting, time monitoring, pictures, videos availability related and pertaining to training programs etc. while conducting trainings.
- Outlining the tracking mechanism with real time dashboard system.
- Data application and transaction monitoring pertaining to training conducted by the Agency / Successful Bidder.

3.2 Scope of work for the training agency:

1. Create Training Cadre

Envisage and engage ground-level trainers (urban/rural) for executing trainings on behalf of NPCI financial literacy initiatives & workshops/campaigns. In order to create trainers, demonstrate them the training methodologies for each topic/steps/explanation. Let them operate and demonstrate repeatedly, as per requirement of NPCI from time to time. Have

mock sessions on FAQs and test every trainer. Evaluate each trainer and give him marks (basis the FAQ's and test) with a minimum passing barrier of 90%.

The Agency/Successful Bidder shall inter alia, ensure:

- The format of training and its contents thereof are duly approved by NPCI.
- No Certification regarding completion of Training / Course shall be issued by the Agency/Successful Bidder.
- No Training Fees etc. shall be claimed from the participants/target audience.

2. Content Development

Aid & Support in developing content eventually, in cross-functionality paradigm with various product teams, integrating an approach to update content with every major product iteration, with close interaction and only after seeking due approvals from NPCI in writing.

3. Train Partners

Engage with all NPCI Partners as required to deliver workshops/campaigns. Partner organizations can include, but not limited to, banks, large development organizations, service providers, NGOs (Non-governmental organizations),/SHGs (Self-help groups) /PVO's (Private Voluntary Organizations), trade associations, corporate bodies/entities etc.

4. Mobilizations/Outreach

Plan and help execute mobilization/activation campaigns for NPCI products & services as and when required.

5. Tools to Capture Change

- Capture data related to transactions done, attendees, downloads of BHIM app etc. to map, understand needs, challenges and change behavior mechanism s etc.
- To also help understand usage in comparison in terms of earlier data and after training Data to be captured on base-line, mid-line, end-line phases related to the digital transaction so as to establish a specific, measurable, trackable and result oriented mechanism (SMART Approach)

3.2.1. Monitored via Mobile Data Application

The tracking and monitoring would be done through a mobile application in order to get a result oriented, trackable and measurable outcomes. The application would help to provide real time reporting like total attendees, MIS Reporting, time monitoring,

pictures, videos availability, transaction monitoring. Overall, it will help to outline the tracking mechanism with real time dashboard system.

The change can be captured through the following ways:-

- Tracking the data on a real time basis via MIS reports & Key performance Indicators Dashboards
- Capture the feedback and impact for every workshop/campaign and beyond (Lite Application – beneficiary)
- Provide detailed reportage of all workshops/campaigns from field
- Visualize and execute data mapping in terms of transactions caused by such trainings

Data Application

The data application can have the following features:-

- **Geo-Locating** – This would help to track to location of the trainer on real time about his availability for trainings before the workshop / Training session and during also during the course of trainings.
 - **Trainer Location on Dashboard (Real-Time)** – The location and presence of the trainer would be visible and would blink on dashboard on a real time.
 - **Location inputs + analytics** - Data to be captured on Base-line, Mid-line, End-line phases so as to establish a specific, measurable, trackable and result oriented mechanism
- **On-site Pics/Vines**
 - **Application in-built Pic/Vine Capture** – The application would be able to upload the pictures at the training location and lighter videos e.g. 10 sec videos.
 - **Time & Date stamped** – The application would be able to record time and date instantly at the training venue.
- **Trainer/Beneficiary feedback capture-**

The application will create a structured and strategic data feedback capturing and display framework for trainers as well as attendees like banks, non-banks, NGOs, corporates etc. It will act as a real time Dashboard system and will help in real-time reporting and monitoring of all the participants/attendees

attending the training s. It will provide the necessary notifications and an alert management system for real time usage

- **Multi-sided User Interface (UI) + Lite Version-** The multisided UI can be accessed by trainer, NPCI and the participants. The lite version can help to take the digital surveys from participants on real time, upload pictures and 10 sec videos related to training sessions conducted.
- **Beneficiary Pre-Post Knowledge Capture** – The application would help to test knowledge level by allowing taking survey tests.
- **Training & Feedback Continuity (for M&E)**
- **Real-Time MIS Reportage**
- **Specific Access to NPCI seniors (UI)** - User Account Management (Create / Edit / Delete User Accounts, Upload User data for various Roles, Password Management) access will be provided to senior management of NPCI for tracking real time data. The data application have a simple user friendly Interphase.
- **Real-Time Reports + Analytics/Stats** – Agency/Successful Bidder shall ensure to provide Real time reports downloadable in Excel, Region wise, participants wise. Agency/Successful Bidder shall also ensure to provide Beneficiaries reach and impact of training, Report of Training given, Report of Linkages which can be tracked through the data application.

We can summarise the framework and requirements as given below:-

Framework & Requirements

The data collaboration of training on digital financial literacy (“Project”) will be coordinated by NPCI’s Activation Team and can be categorized as the following:-

- ✓ NPCI Team (management, senior team, admin, project team, marketing etc.)
- ✓ Centre Locations (Regional centers, mobiliser/counsellor, trainers, admin staff, data officers)
- ✓ Partners (Knowledge services, training partners, government bodies etc.)
- ✓ Beneficiaries (Account holders, Business /Working people, Government, Associations and Bodies, Students, MFI(Micro Finance Institutions)/NGO, General public)
- ✓ Other participants (Government Local authorities, Institution, service providers, Consultants, volunteers and vendors, including corporate bodies, if any).

The basic application requirements can be highlighted as given below:-

- a. Agency/Successful Bidder shall develop the Application related to monitoring of the Financial Literacy Training, which shall be used by NPCI/participants; and shall provide the source code of the Application to NPCI.

b. Control Panel Admin

- ✓ User Account Management (Create/Edit/Delete User Accounts, Upload User data for various Roles, Password Management)
- ✓ Role Management (User Profile, Roles, Program Coordinator and Management)
- ✓ Location Management (Adding location and monitoring)
- ✓ Report Management (Reports and Dashboards)

c. User Administration /Stakeholder Management

- ✓ User Account Management (Create/Edit/Delete User Accounts, Upload User data for various Roles, Password Management)
- ✓ Role Management (User Profile, Roles, Program Coordinator and Management)
- ✓ Report Management (Reports and Dashboards)

d. Beneficiary data collection

- ✓ Location (Add location and Demography, Add stakeholders for outreach and linkages)
- ✓ Beneficiary Management (Add beneficiary, Add Personal Information, Financial Information, Digital Inclusion)
- ✓ Data storage and Upload (Local data storage and upload)

e. Follow up on linkages and changed practices

- ✓ Linkages with Stakeholder (Capture Linkages/usage of formal financial services, use of secure and easy digital financial product for payment and money transfers)
- ✓ Capture feedback of services and product to improve the product features and UI (User Interface).
- ✓ Upload Report (as stated in this RFP) in the Application

f. Reports - Region, Partner, Beneficiary category wise

- ✓ Event planner and report (Create a monthly plan and share to Managers, Execute events, capture attendance and feedback, Report for outreach and upload data, Android APP)
- ✓ Project management (Real time reports downloadable in Excels, Region wise, User/Partners wise, Beneficiaries reach and impact, Report of Training given, Report of Linkages done , Beneficiary Household Inclusions Card)

g. Dashboards

- ✓ Real time Dashboards to check Program performance
- ✓ Custom design of Dashboards to highlight KPI as per requirements
- ✓ Project data - Target V/S Achievement on activities & outputs, beneficiary's data, village names, partners performance
- ✓ Project progress report per geography
- ✓ Impact analysis – Increase in the number of New User , Registered for Digital service, Village wise, region wise, from organisation / Companies where training has been conducted, Resource and Investment planning and evaluation

6. Reports

Create real-time web based system to monitor all programs and activities as undertaken. Must include event planner and mapper reporting which can be further divided into following steps -

- Create a SMART monthly plan and share to Managers (NPCI)
- Execute events, capture attendance and feedback
- Report for outreach and upload data
- Application Management & Capture Change/Insights

7. Additional Activities/Miscellaneous :-

- Help create teaching aid - [Presentations, Videos, Audios, Activity]
- Create participatory games & narratives for Financial Literacy & Inclusion Activities
- Reporting Mechanism. (Reporting by using real time dashboards either by transcription of manual forms or mobile-app/data collects tools)

3.3 Other Information

- 3.3.1 The team of the agency (selected Bidder) responsible for the Project must be available at NPCI Mumbai office on a short notice for support services.
- 3.3.2 The empanelment shall be initially for a term of one (1) year from the date of empanelment. NPCI solely reserves the right to extend the same on yearly basis up to two (2) additional years, with the same terms and conditions and price, based on the periodic reviews to assess the performance during the specified duration of empanelment.
- 3.3.3 The empanelled agency (selected Bidder) should have all the necessary required permission/license/clearance from the concerned authorities with regard to release of any publicity material developed/owned by NPCI, related to financial literacy training.

Section 4 Eligibility Criteria

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. Bidder not meeting the **Eligibility Criteria** will not be considered for further evaluation.

4.1 Eligibility Criteria

The invitation for empanelment is open to all training agencies who qualify the Eligibility Criteria as given below:

- 4.1.1 The Bidder should be a Company registered under The Companies Act, 1956/ The Companies Act 2013 (as applicable) or a Limited Liability Partnerships (LLP) registered under The Limited Liability Partnership Act, 2008/ Limited Liability Partnerships Act, 2012 (as applicable) since the last three years.
- 4.1.2 The Bidder should have minimum average annual turnover of Rs. 3 Crore during the last three financial years (2014-15, 2015-16, and 2016-17) or calendar years (2014, 2015, and 2016) or the Bidder's financial year. Average Annual Turnover will be considered. The Company/LLP/Partnership Firm (as the case may be) should have profit in each of the above mentioned financial year. (The Bidder needs to provide financial statements in terms of audited Balance Sheet and Profit & Loss account for the last three years along with copy of Income Tax return filed)
- 4.1.3 The Bidder should be profit (after tax) making Company/LLP/Partnership Firm (as applicable) in all the last three (3) financial years i.e. 2014-15, 2015-16, and 2016-17 (Or calendar year 2014, 2015, 2016 or the bidder's financial years).
- 4.1.4 The Bidder should have full-fledged office/branch in Mumbai, having staff for conducting trainings at different regions and locations and should have all required infrastructures.
- 4.1.5 The Bidder should not be currently blacklisted by any Government/Government agency/ Bank / institution in India or abroad or with any business entity. (The bidder should provide declaration to this effect on their letterhead.)
- 4.1.6 The Bidder should have performed similar work as detailed in the scope of work for at least three clients in the last 24 months as on the date of submission of the bids.

Section 5 Technical Evaluation

5.1 Preliminary Examination

- 5.1.1 The Technical evaluation process would consider whether the successful Bidder/selected training agency has requisite prior experience and expertise to address/meet NPCI's requirements and objectives. The evaluation process will gauge the degree of clarity and the level of commitment exhibited by the applicants/Bidders in partnering with NPCI.
- 5.1.2 NPCI will examine the applications to determine whether the documents submitted are complete, whether required information has been provided as underlined in the RFP response documents, whether the documents have been properly signed, and whether response to RFP is generally in order. In the event it is not in order, NPCI reserves its right to reject the Bid application.
- 5.1.3 Compliance to all the forms and annexures would be the next level of evaluation. Only those Bidders which comply with the Technical Criteria will be taken up for further commercial evaluation.
- 5.1.4 If an application is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 5.1.5 NPCI will also evaluate the following qualities of the Bidders:-
- ✓ The bidders should have their trainers to be well versed with the digital modes of communication (using smartphones)
 - ✓ Excellent Communication skills & relationship management skills
 - ✓ Past record of taking quick and smart decisions in adverse situations
 - ✓ Educational qualification: Must have cleared Higher Secondary Certificate (HSC) – i.e. exams for 10+2 (proof needed)

5.2 Evaluation of Technical Response of Bids

NPCI will form an Evaluation Committee to evaluate the applicants for the empanelment of Training agency. Technical bid has to be submitted in the following formats to the NPCI.

- Color prints – 2 copies
- Presentation in person
- CD /DVD

NPCI will call for a presentation/pre-bid conference (intimation will be sent to eligible bidders) on the proposal submitted from the short-listed Bidders. The presentation of the applicant must consist the following:

- A pitch on training strategy consisting process flow for training people at the last mile, how to make it interesting and interactive, methodology for feedback collection and impact analysis of the training.

- Suggestions regarding the digital financial literacy training related to various similar activities of NPCI in compliance with suggested roadmap over a 3 to 5 year period.
- Creative ideas and approaches in digital financial literacy highlighting NPCI products which would fulfill the expectation of NPCI effectively.

The Evaluation Committee will review the applications of all shortlisted Bidders on the basis of the following broad parameters:

- Capability in implementing scope of work
- Experience and knowledge of the team that would be undertaking the Project upon empanelment/selection.
- Prior experience of the Bidder in undertaking projects of similar nature
- Written replies submitted in response to the clarifications sought by NPCI, if any, will be reviewed

5.2.1 NPCI may interact with the customer references submitted by Bidders, if required.

5.2.2 The applicant is required to provide documentary evidence, wherever applicable for the scope of work stated in RFP.

5.2.3 Post empanelment, any change to the team proposed to work on NPCI's account should approved by NPCI.

To assist in the examination, evaluation and comparison of applications, NPCI may, at its discretion, ask any or all the applicants for clarification and response shall be in writing and no change in the substance of the RFP response shall be sought, offered or permitted.

Section 6 Commercial Evaluation

6.1 Eligibility Criteria

- Commercial bids of only the technically qualified short-listed Bidders who have scored a minimum of 70% technical score (as per the technical evaluation matrix given in Annexure B2) will be opened and evaluated. Minimum score can be reduced to 60%, if minimum qualified bidders are less than two. If nobody scores 60 %, we would cancel the bid and refloat the tender.

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

- Commercial bids of only the technically qualified short-listed Bidders will be opened and evaluated.
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the NPCI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- 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.

Section 7 Instruction to Bidders

The Bidding Document

7.1 RFP:

7.1.1 RFP shall mean Request for Proposal.

7.1.2 Bid, Tender and RFP are used to mean the same.

7.1.3 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 Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.

7.2 Cost of Bidding

7.2.1 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.

7.3 Content of Bidding Document:

The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 7.13

7.4 Clarifications of Bidding Documents:

7.4.1 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. The replies/clarifications will be uploaded on NPCI's website/tenders.

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

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

7.5 Amendment of Bidding Documents

- 7.5.1 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.
- 7.5.2 Amendments will be provided in the form of Addenda / Corrigenda to the Bidding documents, which will be published on NPCI's website. Addenda / Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda / Corrigenda had been taken into account by the Bidder in its Bid.
- 7.5.3 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 submission of the Bids, in which case, the extended deadline will be published on NPCI's website.
- 7.5.4 From the date of issue, the Addenda / Corrigenda to the tender shall be deemed to form an integral part of the RFP.

Preparation of Bid

7.6 Bid Price

- 7.6.1 Prices quoted in the bid should include all costs including all applicable taxes, duties and levies
- 7.6.2 The GST should be shown separately in the final Price Schedule.

7.7 Earnest Money Deposit (EMD) /Bid Security

- 7.7.1 The Bidder shall submit Earnest Money Deposit of Rs. 2, 00,000 (Rupees Two lac only) in the form of a Demand Draft / Pay order from a scheduled or nationalized bank in India drawn in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Bank Guarantee valid for 180 days, as per format in Annexure A1.1 or A1.2.
- 7.7.2 No interest shall be payable on the EMD.

7.8 Return of EMD

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

7.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- 7.9.1 The Bidder withdraws his Bid before opening of the Bids.
- 7.9.2 The Bidder withdraws his Bid after opening of the Bids but before Notification of Award.
- 7.9.3 Failure to accept the order by the Selected Bidder within 14 days from the date of receipt of the Notification of Award makes the EMD liable for forfeiture at the discretion of NPCI. However NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- 7.9.4 The selected Bidder withdraws his Bid/proposal before furnishing Performance Guarantee.
- 7.9.5 The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- 7.9.6 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.

7.10 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.

7.11 Format of Bid:

7.11.1 The Bidders shall prepare two hard copies (Marked as 'ORIGINAL') and one soft copy of the Technical Bid marking it as "Technical Bid-Soft copy".

7.11.2 In case of any discrepancy between them, the original shall govern.

7.12 Signing of Bid:

7.12.1 The Bid shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder.

7.12.2 The Bid shall be signed by the Bidder or 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 (format given in Annexure A7) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.

7.12.3 All pages of the Bid, except for printed instruction manuals and specification sheets shall be initiated by the Bidder person or persons signing the Bid.

7.12.4 The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

Submission of Bid

7.13 Envelope Bidding Process:

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

7.13.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as ***'Empanelment of Training agency for NPCI'***.

7.13.3 The inner and outer envelopes shall

- Be addressed to NPCI at the address mentioned in Section 1
- The inner envelopes shall indicate the name and address of the Bidder.
- If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the Bid's misplacement or premature opening.

7.14 Contents of the 3 Envelopes:

7.14.1 **Envelope 'A'** should be super scribed as **Eligibility Criteria**. The following documents shall be inserted inside Envelope A:

1. Bid Earnest Money in the form of Demand Draft – Annexure A1.1

OR

- 1A. Bid Earnest Money in the form of Bank Guarantee – Annexure A1.2
2. Bid Offer form (without price) – Annexure A2
3. Bidder Information - Annexure A3
4. Eligibility Criteria Response Sheet – Annexure A4
5. Declaration of Acceptance of Terms and Conditions – Annexure A5
6. Declaration of Acceptance of the Scope of Work – Annexure A6
7. Power of Attorney format – Annexure A7
8. Last three years audited Balance sheet and profit and loss statements.
9. Declaration regarding Clean Track Record – Annexure A8
10. RFP document duly sealed and signed by the authorized signatory on every page
11. A supporting document to verify the address of the office or branch in Mumbai.
12. Client reference as stated in eligibility criteria 4.1.6.
13. Curriculum Vitae (CV) of the Successful Bidder as per Annexure B.3
14. Cost of bid document in the form of DD drawn in favor of National Payments Corporation of India.

7.14.2 Envelope 'B' should be super scribed as **Technical Bid**:

The following documents shall be inserted inside Envelope B

1. Presentation containing the pitch for technical evaluation in CD/DVD and 2 hard copies.
2. Client reference with for whom similar scope of work was undertaken – Annexure B1
3. Provide details of the best 3 projects undertaken in last three years.
4. Qualifications and credentials of individuals proposed to work on NPCI account. Individual awards / rewards / testimonials should be attached with Annexure B3. Awards / rewards won by the organization should be enclosed additionally.

7.14.3 Envelope 'C' should be super scribed as **Commercial Bid**:

1. Commercial Bid Form – Annexure C1
2. Price Format – Annexure C2

All commercial bids to be given for indicative commercial value as the commercial bids would further undergo "reverse auction" process as given below in this RFP.

7.15 Bid Submission:

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

7.15.2 The offers should be made strictly as per the formats enclosed.

7.15.3 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.

7.15.4 The technical submission will be as per the forms and formulations specified herein. The commercial bid submission will contain the indicative commercial value submitted as per Annexure C1.

It may be noted that post-qualification of technical criteria, financial bid for the successful bidders will be submitted to the agency for reverse bidding and further co-ordination on the same. Technically successful bidders will be briefed on the forward movement by the agency only.

7.16 Bid Currency:

All prices shall be expressed in Indian Rupees only.

7.17 Bid Language:

The Bid shall be in English Language.

7.18 Rejection of Bid

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person.
- It is received through Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete/incorrect Bids, including non -submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by NPCI.
- No Bid shall be rejected at Bid opening, except for late Bids.

7.19 Deadline for Submission:

The last date of submission of bids is given in Section1, unless amended by NPCI through its website.

7.20 Extension of Deadline for submission of Bid:

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

7.21 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.

7.22 Modifications and Withdrawal of Bids:

7.22.1. Bids once submitted will be treated, as final and no modification or withdrawal thereof is permissible. No further correspondence will be entertained on this, since any further correspondence is liable to disqualify the Bidder and his Bid.

7.22.2 No Bid will be modified after the deadline for submission of Bids.

7.23 Right to Reject, Accept/Cancel the bid:

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

7.23.2 NPCI does not bind itself to accept the lowest or any Bid and reserves the right to reject all or any Bid or cancel the RFP without assigning any reason whatsoever. NPCI also has the right to re-issue the RFP without the vendors having the right to object to such re-issue.

7.24 RFP Abandonment:

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

7.25 Bid Evaluation Process:

The Bid Evaluation will be carried out in 3 stages:

Stage 1 – Envelope A: Eligibility Criteria will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility will be considered for further evaluation.

Stage 2 – Envelope B: Bidders who have submitted all the documents related to technical evaluation and cleared eligibility criteria are summoned for a presentation and bidders scoring minimum of 70% will be eligible for commercial evaluation. If number

of qualified bidders are less than two, then NPCI reserves the right to reduce minimum required score to 60%.

Stage 3 – Envelope C: Commercial bids of the bidders who qualify in the technical evaluation would be opened and evaluated.

Stage 4 – All qualified commercial bids would be processed for “reverse auction” as per process outlined herein.

7.26 **Contacting NPCI:**

From the time of Bid opening to the time of empanelment, if any Bidder wishes to contact NPCI for seeking any clarification any matter related to the Bid, it should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact NPCI with a view to canvas for a Bid or put any pressure on any official of the NPCI may entail disqualification of the concerned Bidder or his Bid.

Section 8 – Bid Opening

8.1 Opening of Bids

8.1.1 Bids will be opened in 2 stages:

Stage 1 – In the first stage the Eligibility Bid and technical bid i.e. envelope A & B will be opened.

Stage 2 –Commercial Bids i.e. envelope C will be opened.

8.2 Opening of Eligibility and Technical Bids

8.2.1 NPCI will open Envelope 'A' and 'B' in presence of Bidder or 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.

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

8.2.3 The Bidders or Bidders' 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.

8.3 Opening of Commercial Bids

8.3.1 Only those Bids that are technically qualified will be eligible for commercial evaluation. The date and time of opening of the commercial bids will be intimated to the eligible bidders.

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

8.3.3 The Bidders' 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 9 – Bid Evaluation

9.1 Preliminary Examination of Technical Bids:

- 9.1.1 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.
- 9.1.2 Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which will comply to the eligibility criteria will be taken up for further technical evaluation.
- 9.1.3 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.
- 9.1.4 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.
- 9.1.5 Envelope A will be evaluated first and those who fulfill the eligibility criteria will be eligible for technical evaluation.
- 9.1.6 NPCI may interact with the customer references submitted by Bidder, if required.

9.2 Evaluation of Technical Bids:

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

- 9.2.1 Compliance to Technical Requirement stipulated in the RFP, duly supported by documentary evidence will be evaluated in detail.
- 9.2.2 Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.
- 9.2.3 NPCI may interact with the customers, whose references have been submitted by the Bidder, if required.
- 9.2.4 The technical evaluation will be based on the criteria and score give in the Scoring Matrix [Annexure B2].
- 9.2.5 The minimum score for qualifying Technical Evaluation will be 70%. The commercial bids of technically qualified bidders will be opened. If number of qualified bidders are less than two, then NPCI reserves the right to reduce minimum required score to 60%.

9.3 Evaluation of Commercial Bids:

Commercial bids of only the technically qualified short-listed bidders will be opened and evaluated through the L1 process.

Arithmetical errors in the Bids submitted shall be treated as follows:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the NPCI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- c. 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.

9.4 Successful Evaluated Bidder:

Bidder with the lowest commercial will be declared as successful evaluated Bidder who will be called L1 Bidder.

NPCI reserves the right to place the Order with the L2 bidder, in case the L1 bidder refuses to accept the Order or otherwise gets disqualified as per the terms of the RFP.

Section 10 – Terms and Conditions

10.1 Definitions

- 10.1.1 “Contract” means the Contract Agreement entered into between NPCI and the Successful Bidder.
- 10.1.2 “Contract Period” means the period mentioned in the Contract.
- 10.1.3 “Contract Price” means the price or prices arrived at which will form the Contract Agreement.
- 10.1.4 “Agency” means the successful Bidder who has been notified the Award of the Empanelment.
- 10.1.5 “Intellectual Property Rights (IPR)” means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests of NPCI, worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.
- 10.1.6 “Business Day” means Monday to Saturday excluding public holidays as applicable to NPCI Chennai and Mumbai.

10.2 Notification of Award for Empanelment:

- 10.2.1 After selection of the L1 Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award to the selected Bidder.
- 10.2.2 Once the selected Bidder accepts the Notification of Award, the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.
- 10.2.3 Upon the successful Bidder furnishing the Performance Bank Guarantee, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

10.3 Acceptance of the Purchase Order:

- 10.3.1 Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- 10.3.2 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

10.4 Taxes and Duties:

- 10.4.1 All taxes, if any, shall be deducted at source as per then prevailing rates at the time of release of payments.
- 10.4.2 Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable.
- 10.4.3 The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to NPCI.

10.5 Terms of Delivery:

10.5.1 The Bidder shall deliver the work assigned to the Bidders by the timeline defined by NPCI, which shall be more elaborately specified in the _____ <<Agreement/Contract>>.

10.6 Penalty for default in delivery:

10.6.1 If the Bidder does not deliver the scope of work within stipulated period from the date of receipt of Purchase Order, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%

10.6.2 In case the delay exceeds 10 days the stipulated delivery period, NPCI reserves the right to cancel the brief without prejudice to other remedies available to NPCI.

10.7 Performance Bank Guarantee

Performance Bank Guarantee shall be equal to 10% of the valued of the _____ <<PO/Contract>> valid for 1 year with an action (claim) period of 12 months as per the statutory provisions in force. Successful Bidder shall submit Performance Bank Guarantee as per NPCI format attached vide Annexure-A1.2 hereto, within 14 days of receipt of the Notification of Empanelment. The Performance Bank Guarantee shall be renewed for further period with similar action (claim) period, if the engagement is extended after the initial period of one year. 10% of the contract value shall be withheld from the payments due to the successful bidder, in case of non-submission of the Performance Bank Guarantee.

10.8 Price:

Price shall remain fixed for a period of 1 year from the date of empanelment. In case of extension of empanelment period post the term for year 2 and year 3, the price will not be reviewed and continue at the same price as agreed for year 1. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

10.9 Extension of empanelment:

NPCI reserves the right to extend the period of empanelment for 2 years [on a yearly basis] after the completion of empanelment period of 1 year as a training agency for NPCI.

10.10 Payment terms:

10.10.1 Payment of the work will be given as per the terms given below:

- Payment shall be released on the monthly basis in arrears as per terms of _____ <<Agreement/Contract>> where in the engagement is done for the period of 12 months.
- Payment shall be made within 30 days after receipt of correct invoice along with necessary supporting documents / certificates duly signed by authorized NPCI official.

10.11 Confidentiality and Publicity

10.11.1 Successful Bidder undertakes at all times to hold in confidence the Confidential Information of NPCI, and use only for the purposes hereof (as defined in Scope of work) and not to print, publicize or otherwise disclose to any third party. "Confidential Information" of NPCI shall mean this RFP, any agreement, purchase order issued to the successful bidder (hereinafter referred to as "Agreement"), document, material, idea, data or other information which relates to NPCI's research and development, trade secrets or business affairs or which is marked as confidential and disclosed or may be disclosed by NPCI to the Successful Bidder for the purposes hereof. "Confidential Information" of the other party does not however include any document, material, idea, data, or other information which:

1. is known to the receiving party, under no obligation of confidence, at the time of disclosure by the other party; or
2. is or becomes publicly known through no wrongful act of the receiving party; or
3. is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the other party; or
4. is independently developed by the receiving party; or
5. is required to be disclosed by law or regulatory authority.

10.11.2 In the event of disclosure of Confidential Information to a third party in default of the provisions of this Clause, Bidder 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 the 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 the Agreement, upon written request of the disclosing Party (NPCI), the receiving Party (Bidder) shall immediately return the disclosing Party's (NPCI's) Confidential Information, or at the disclosing Party's (NPCI's) option destroy any remaining Confidential Information and certify that such destruction has taken place. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure D hereof.

10.12 Intellectual Property:

The Bidder must own the responsibility to transfer the Intellectual Property Rights (IPR) to NPCI for all the documentation, customizations, strategy, policies, guidelines rules and regulations etc. done for NPCI; along with source code of the Application as shall be developed by the Bidder for NPCI, . NPCI will have the sole and exclusive right to this IPR. Intellectual Property Rights in all standard products shall remain vested in the owner of such rights.

10.13 Indemnity

The Bidders 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 directly or indirectly from

- i. an act of omission or commission of the Bidder, its employees, its agents, or sub-contractors and employees of its sub-contractors in the performance of the services as shall be specified in _____<<Agreement/Contract>>,
- ii. breach of any of the terms of the Purchase Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- iii. Non-bona fide use of the deliverables and or services provided by the Bidder,
- iv. Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this Project.
- v. employment claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Purchase Order,
- vi. breach of confidentiality obligations of the Bidder,
- vii. gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under the _____<<Agreement/Contract>>as shall be issued to/executed with the Successful Bidder.

The successful Bidder shall further indemnify NPCI against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on NPCI for non-adherence of the deliverables at all points of time,

Bidder shall be responsible for any loss of data, loss of life, etc. due to willful misconduct of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk.

The Bidder shall indemnify NPCI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- i. Non-compliance of the Bidder with Laws / Governmental Requirements.
- ii. Intellectual Property infringement or misappropriation.
- iii. Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
- iv. Breach of any terms of Agreement, Representation or Warranty.
- v. Act of omission or commission in performance of service.
- vi. Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save NPCI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information

Technology Act, 2000 in respect of all the hardware, software and network equipment's or other systems supplied by them to NPCI from whatsoever source, provided NPCI notifies the Bidder in writing as soon as practicable when NPCI becomes aware of the claim however,

- (i) The Bidder has sole control of the defense and all related settlement negotiations
- (ii) NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
- (iii) NPCI does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where NPCI is required by any authority/regulator to make a comment/statement/representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However, indemnity would cover damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

10.14 Bidder's Liability

10.14.1 The selected Bidder will be liable for all the deliverables.

10.14.2 The Bidder's aggregate liability in connection with obligations undertaken as part of the Project 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/agreement.

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

10.14.4 Liquidated Damages: The parties hereby agree that if due to negligent act of the Bidder or non-fulfillment of any obligations under the Purchase Order, NPCI suffers any losses or incurs damages the Bidder would be fully liable to the total value of the contract/Purchase Order.

10.15 Liquidated Damages

The selected bidder shall indemnify NPCI and be liable for loss due to non-adherence of the activities undertaken by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the successful Bidder.

10.16 Force Majeure

- 10.16.1 Notwithstanding the provisions of the RFP, the successful bidder 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 _____ <<Agreement/Contract>> is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving NPCI or Bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.
- 10.16.2 If force majeure situation arises, the Bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the Bidder shall continue to perform its obligations under the _____ <<Agreement/Contract>> as far as possible. If the Event of Force Majeure shall continue for more than twenty 20 days either party shall be entitled to terminate the _____ <<Agreement/Contract>> at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.

10.17 Resolution of Disputes

All disputes or differences arising out of or in connection with the Contract/Purchase Order between NPCI and the Bidder shall be settled amicably through good-faith negotiation between senior management of both parties. If, however, the parties are not able to resolve them even after a reasonably long period, the following dispute resolution mechanism to be applied:

- 10.17.1 such dispute or difference shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time.
- 10.17.2 Each Party shall appoint one arbitrator, and the two appointed arbitrators shall appoint a third arbitrator who shall act as the presiding arbitrator.
- 10.17.3 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.
- 10.17.4 The decision/award of the Presiding Arbitrator shall be final and binding upon both parties. Any appeal shall be subject to the exclusive jurisdiction of courts at Mumbai. The Governing Law is of India.
- 10.17.5 The cost and expenses of Arbitration proceedings will be paid as determined by the Presiding Arbitrator. 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;

10.17.6 In case, during the arbitration proceedings, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.

10.18 Compliance with Applicable Laws of India

10.18.1 The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NPCI about all laws in force 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 all purposes of this contract and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI /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.

10.18.2 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 the 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 training activities, 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.

10.19 Governing Law

This RFP 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 RFP 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.

10.20 Fraudulent and Corrupt Practice

10.20.1 "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.

10.20.2 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.

10.20.3 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.

10.21 Order Cancellation

- NPCI reserves its right to cancel the order in the event of one or more of the following situations, Delay in customization / implementation / installation beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent monitoring process.
- 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.
- Failure to deliver the agreed Deliverables in the stipulated time period.

In case of order cancellation, any payments made by NPCI to the Bidder for the particular product 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.

10.22 Addresses for Notices

Following shall be address of NPCI and Bidder
NPCI address for notice purpose:

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

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

Section 11: Particulars of “Reverse Auction”

NAME OF BUYER	National Payments Corporation of India Unit no. 202, 2nd floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai 400 063 www.npci.org.in
NAME & ADDRESS OF THE SERVICE PROVIDER	e-Procurement Technologies Ltd.(abcprocure) A -201,Wall street 2, Opposite Orient club, Near Gujarat College, Ellis bridge, Ahmedabad 380006 Ph.No-079 41072 521 / 20 / 519 / 515 / 516 www.abcprocure.com
DOCUMENTS ATTACHED (Annexures for Reverse Bidding Only)	1) Business Rules for Reverse Auction with Annexures 1 & 2 2) Terms & conditions of Reverse Auction 3) Item Description (Annexure A) 4) Process Compliance Statement(Annexure B) 5) Price Confirmation Letter (Annexure C) 6) Contact Information
SPECIAL INSTRUCTIONS	<p><u>Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor NPCI will be responsible for any lapses /failure on the part of the vendor, in such cases.</u></p> <p>As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for e-procurement application is generated on a new algorithm, SHA2. Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch, which is available at download section of e-Tender/e-Auction Portal and also at corporate website www.abcprocure.com just below the label of “knowledge section”.</p>

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

NPCI has floated RFP No: **NPCI/RFP/2017-18/FLAS/042** for empanelment of Training Agency. NPCI has stated in the said RFP that “Commercial evaluation will be through Reverse Auction” .i.e. **ONLINE BIDDING on INTERNET to identify the successful bidder.**

The terms & conditions are given below:

1. For the proposed Reverse Auction, technically qualified bidders only shall be eligible to participate as specified above.
2. NPCI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. NPCI will inform the vendor in writing, details of the Reverse Auction and the service provider to enable them to contact and get trained.
4. Details of the Reverse Auction like event date, start time, duration, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Bidders have to scan and e-mail the compliance form (Annexure – 1 to the Business Rules) in the prescribed format duly signed by the authorized signatory, before start of the Reverse Auction. Without this the Bidder will not be eligible to participate in the event.
6. Bidders shall also submit the Letter of Authority in the name of the official(s) empowered to participate in the Reverse Auction, as per format Annexure – 2 to the Business Rules. Reverse Auction will be conducted on the scheduled date & time.
7. At the end of Reverse Auction event, the lowest bidder value will be known on the designated portal.
8. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of the bidder to conduct business with NPCI as per prevailing procedure.

9. In case NPCI decides not to go for Reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with NPCI shall be opened as per NPCI standard practice.
10. The Reverse Auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
11. Computerized Reverse auction shall be conducted by NPCI, on pre-specified date, while the Bidders shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidders themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to the Service Provider furnishing the price, the bidder wants to bid online, with a request to ETL to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with the Service Provider over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of the service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices. It is to be noted that either NPCI or the service provider are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
12. Please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.
13. The service provider shall arrange to train nominated person(s) of the bidder, without any cost to the bidders. Cost of Digital Certificates shall be borne by the bidders. The service provider shall also explain all the Rules related to the Reverse Auction/ Business Rules. The bidders are required to give their compliance on it before start of bid process.
14. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian Rupees (INR).

15. Starting Bid/Bid Decrement: The opening price of the Reverse Auction and the bid decrement value shall be available to the bidders on their bidding screen.
16. BID PRICE: The Bidder has to quote the total cost to NPCI for the items specified, exclusive of taxes. Octroi if applicable shall be paid extra. Calculation sheet, if any, to arrive at the total cost to NPCI should be kept ready by the bidder
17. Vendors technical and commercial bid and subsequent correspondences between NPCI and the vendors regarding commercial terms & conditions shall be confidential
18. VALIDITY OF BIDS: The Bid price shall be firm for the period specified in the tender document and shall not be subjected to any change whatsoever.
19. At the end of the reverse auction, bidder has to provide a detailed break up for his lowest offer within 48 **hours of closing of auction.**
20. **All documents are requested in advance from the vendors to ensure compliance of the "reverse auction" process and also to prepare in priority to ensure adherence to timelines. Non-Compliance will result in penalties or even debarring from the tender process over-all.**

1. **Procedure of Reverse Auctioning**

a. **Online English Reverse (no ties) Auction {Reverse Auction}:**

NPCI will declare its Start Price, which shall be visible to all the bidders during the start of the reverse Auction. Bidders will be required to start bidding after announcement of Start Price and decrement amount. The start price of an item in online reverse auction is open to all the participating bidders. The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. Any bidder can start bidding, in the online reverse auction, from the start price itself. The first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the prevailing L1 price, based on the bids placed by the bidders, by one decrement value, or lesser than the said L1 price by multiples of the decrement value. The bid decrement amount shall be specified by NPCI.

English Reverse (no ties) shall be for a **period of one (1) hour**. If a bidder places a Bid in the last 5 minutes of closing of the Auction and if the bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes for the entire auction (i.e. for all items in the

auction), from the time that bid comes in. Please note that the auto extension will take place only if a bid comes in the said 5 minutes and if that bid gets accepted. **There are unlimited extensions of 5 Min. each.** If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. **In case there is no bid in the last 5 minutes of closing of the Reverse Auction, the Auction shall get closed automatically without any extension.** However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE HAPPENS, THE SAME SHALL BE COMMUNICATED TO THE BIDDERS.)

2. Successful Bidder shall be required to submit the final prices, quoted during the English Reverse (no ties) exactly in the format issued by NPCI/Service provider after the completion of Auction to NPCI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
3. During the Reverse Auction (no ties), if no bid is received within the specified time, NPCI, at its discretion, may decide to revise Start Price / cancel the reverse auction process / proceed with conventional mode of tendering, as deemed fit.
4. The bid placed by the bidder will be taken as an offer to supply the goods / products / services. Bids once made by the bidder, cannot be cancelled / withdrawn and the bidder shall be bound to supply as mentioned above at his final bid price. **Should the bidder back out and not supply as per the rates quoted, NPCI shall take action as mentioned in the tender document, including forfeiture of the EMD.**
5. The bidder will be able to view the following on your screen along with the necessary fields in the Reverse Auction:
 - a. Leading Bid in the Auction
 - b. Bid placed by the respective bidder
 - c. Opening Price.
 - d. Rank of the respective bidder in the auction.
6. At the end of the Reverse Auction, NPCI will decide the successful bidder. NPCI's decision on award of Contract shall be final and binding on all the Bidders.
7. In case of acceptance of the lowest bid by Reverse Auction, the same shall be treated as final and binding on the bidder.
8. NPCI shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
9. NPCI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

10. Other terms and conditions shall be as per the RFP, Technical and Commercial offers, as the case may be, and other correspondences exchanged between NPCI and the bidders and agreed to by NPCI.
11. All bidders are required to submit their acceptance to the terms / conditions / modality given above before participating in the reverse auction.
12. The bidders shall be assigned a **Unique User Name & Password** by NPCI or e-Procurement Technologies Ltd, the Service Provider. Bidders are advised to change the password and edit the information in the Registration Page after the receipt of initial password from NPCI / e-Procurement Technologies Ltd. to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by your company

OTHER TERMS & CONDITIONS:

- a. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- b. The Bidder shall not divulge either his Bids or any other exclusive details of NPCI to any other party.
- c. NPCI's decision on award of Contract shall be final and binding on all the Bidders.
- d. NPCI along with the Service Provider can decide to extend, reschedule or cancel any Auction. Any changes made by NPCI and / or the Service Provider , after the first posting will have to be accepted if the Bidder continues to access the site after that time. However, NPCI / Service Provider shall communicate the decision to postpone the Auction to all the eligible bidders before the scheduled commencement of the Auction.
- e. The Service Provider shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- f. The Service Provider is not responsible for any damages, including damages that result from, but are not limited to negligence. The Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- g. Cost of the Reverse Auction shall be borne by NPCI
- h. All the bids made from the login id provided by the Service Provider to the bidder shall be deemed to have been made by the bidder. Any bid made by the bidder through such login id cannot be

cancelled and the bidder is bound by the bids and shall honour the commitments arising out of such bids. Failure to honour such commitments shall forfeit the EMD, which the bidders agree to

- i. All the bidders shall ensure that they have a valid digital certificate to participate in the Reverse Auction. Under no circumstances will the bidders be allowed to participate in the Reverse Auction without Digital Certificate.
- j. NPCI will place orders with the successful bidder(s) as per the terms of the RFP
- k. Changes to the Business Rules shall be published on the website of NPCI
- l. Bidders by themselves or their representatives shall not involve with other bidders in any price manipulation directly or indirectly. NPCI shall disqualify the bidder(s) from the Reverse Auction process, in the event of such practices coming to its notice.
- m. Bidders shall not disclose details of the bids or other details of the Reverse Auction process with other third parties without the prior written consent of NPCI

N.B:

All the Bidders are required to submit the Agreement Form (Annexure-2 A) duly signed to **M/s e-Procurement Technologies Ltd Ahmedabad**, the Service Provider.

All the bidders shall ensure that they have a valid digital certificate to participate in the Reverse Auction. Under no circumstances will the bidders be allowed to participate in the Reverse Auction without Digital Certificate.

After the completion of the Reverse Auction event, **the successful bidder(s)** has to submit the price breakup immediately, but not later than **48 hours**, to **e-Procurement Technologies Ltd Ahmedabad, the Service Provider**, for further proceedings.

Annexures related to Reverse Bidding

Annexure 1

Compliance Statement

(To be submitted by all bidders participating in the Reverse Auction)

To,
National Payments Corporation of India
Unit no. 202, 2nd floor,
Raheja Titanium, CTS No. 201,
Western Express Highway,
Goregaon East, Mumbai 400 063

Sirs,

DECLARATION

We _____ (name of the bidder) hereby confirm having submitted our bid for participating in the RFP floated by NPCI dated _____ for procurement / providing services of _____. We also confirm having read the terms of the RFP as well as the Business rules relating to the Reverse Auction for this RFP process as published on the website.

We hereby undertake and agree to abide all terms and conditions stipulated by NPCI in this RFP document including all Annexures and Business rules for Reverse Auction.

We shall participate in the on-line auction conducted by e-procurement Technologies Ltd (abc procure) (the service provider) and submit our commercial bid. We shall also abide by the procedures prescribed for on-line auction by the Service provider.

We, hereby confirm that we will honour the bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that NPCI may debar us from participating in future tenders.

We confirm having nominated Mr _____, designated as _____ of our Company to participate in the Reverse Auction on behalf of the Company. We undertake that the Company shall be bound by the bids made by him in the Reverse Auction.

We undertake to submit the confirmation of the last bid price by us to Service provider /NPCI within 48 working hours of the completion of the event. We also undertake to submit the Bill of Materials for the TCO (Total cost of Ownership) in terms of RFP.

Signature with Company Seal
Company / Organization
Designation within Company / Organization
Address of Company / Organization
Date

Annexure 2

Letter of Authority for participation in Reverse Auction

(To be submitted by all bidders participating in the Reverse Auction)

To,
National Payments Corporation of India
Unit no. 202, 2nd floor,
Raheja Titanium, CTS No. 201,
Western Express Highway,
Goregaon East, Mumbai 400 063

Sirs,
We _____ (name of the Company) have submitted our bid for participating in the RFP floated by NPCI dated _____ for procurement / providing _____.

We also confirm read and understood the terms of the RFP as well as the Business Rules relating to the Reverse Auction for this RFP process as published on the website.

As per terms of the RFP and Business rules, we nominate Mr. _____, designated as _____ of our Company to participate in the Reverse Auction.

We accordingly authorize NPCI and/or the Service Provider to issue user ID and password to the above name official of the Company.

Both NPCI and the Service Provider shall contact the above named official for any and all matters relating to the Reverse Auction.

We, hereby confirm that we will honour the Bids placed by Mr. _____ on behalf of the Company in the auction process, failing which NPCI will forfeit the EMD. We agree and understand that NPCI may debar us from participating in future tenders for any such failure on our part.

(Signature of Mr. _____, the authorized representative)
Signature attested

Signature with Company Seal
Company / Organization
Designation within Company / Organization
Address of Company / Organization
Date

Annexure A – Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp, scan before e-mailing)

To
National Payments Corporation of India
Procurement Division
Unit no. 202, 2nd floor,
Raheja Titanium, CTS No. 201,
Western Express Highway,
Goregaon East, Mumbai 400 063

Sub: Agreement for empanelment of Training Agency: NPCI/RFP/2017-18/FLAS/042 dated 14th March 2018

Dear Sirs,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document / provided to us:

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP / website of NPCI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that NPCI and the service provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 6) We confirm that we have changed our password and updated our profile on the e-bidding website after our first login.
- 7) We also confirm that we will submit the price confirmation & break up of our quoted price as per Annexure C within 48 hour of the completion of the reverse auction as per the format as requested by NPCI/ the service provider .
- 8) We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP
- 9) We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Scan & Email this Document to: - jaymeet.rathod@eptl.in

Annexure – B: Price Confirmation

To
e-Procurement Technologies Ltd (abcprocure)
A-201, Wall street 2,
Opposite Orient club,
Near Gujarat College, Ellis bridge,
Ahmedabad 380006

Sub: Final price quoted during reverse auction for the Training Agency

Ref: 1. Reverse Auction dated ____
2. Our Offer No. _____ dated _____

Dear Sirs,

We confirm that we have quoted Rs _____ (exclusive of taxes) as our final cost for total services during the Reverse Auction conducted on _____.

___All prices are exclusive of taxes.

NPCI reserves the right to modify and update the services offered during contract release.

(Amount in Rs)

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

To be put in Envelope A

Annexure A1.1- Bidder's Letter for EMD/BID Security

Annexure A1 Bidder's Letter for EMD/Bid Security

To

The Chief Executive Officer and Managing Director
National Payments Corporation of India

1001A, B wing, 10th Floor,

The Capital, Bandra-Kurla Complex,

Bandra (East), Mumbai – 400 051

Re: RFP No. NPCI/RFP/2017-18/FLAS/042 dated 14th March 2018 for empanelment of strategic training agency for NPCI.

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. < > This EMD is as required as defined in Section 1 – Bid Schedule and Address.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Annexure A 1.2 - Bid Security (Bank Guarantee- EMD)

[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. NPCI/RFP/2017-2018/ FLAS/042

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs. _____ /-(Rupees _____ only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by NPCI during the period of bid validity, (i) fails or refuses to execute the Contract 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 A 1.3 - Bid Security (Performance Bank Guarantee)

(PROFORMA OF BANK GUARANTEE)

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

1001A, B wing, 10th Floor,
The Capital, Bandra-Kurla Complex,
Bandra (East), Mumbai – 400 051

Performance Bank Guarantee No:

We have been informed that----- (hereinafter called "the Supplier") has received the purchase order no. "-----" dated ----- issued by National Payments Corporation of India (NPCI), for ----- (hereinafter called "the Purchase Order").

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required to be submitted by the Supplier to NPCI.

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

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

Notwithstanding anything contained in the foregoing:

- The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----- (Amount in figures and words).
- This bank guarantee is valid upto -----.
- The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within twelve months from the date of the expiry of the validity period of this Bank Guarantee.
- Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and ----- -- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.

This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

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

All claims under this Bank Guarantee will be payable at -----
----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

Annexure A2 – Bid Offer Form (Without Price)

Date:

To

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

Dear Sir,

Re: RFP No. NPCI/RFP/2017-18/FLAS/042 dated 14th March 2018 for empanelment of strategic training agency for NPCI.

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

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

Addendum No./ Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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

As security 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. < > payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure–A3 - Bidders Information

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd / Partnership firm / LLP)			
4	Details of Incorporation	Date:		
		Ref#		
6	Permanent Account Number (PAN)			
7	Name & Designation of the contact person to whom all references shall be made regarding this tender			
8	Telephone No. (with STD Code) & mobile number			
9	E-Mail of the contact person:			
10	Fax No. (with STD Code)			
11	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
12	Year	2014-15	2015-16	2016-17
13	Turnover			
14	PAT			

Annexure – A4 Eligibility Criteria Matrix

S.NO.	MINIMUM ELIGIBILITY CRITERIA	RESPONSE OF THE APPLICANT			DOCUMENTS ATTACHED
1	Bidder should have minimum turnover of Rs. 3 crores in the last three (3) financial years i.e. 2014-15, 2015-16, and 2016-17 or calendar years (2014, 2015, and 2016)	2014-2015	2015-2016	2016-2017	This must be supported by audited financial statements (Reports) for the financial year 2014-15, 2015-16, and 2016-17 or calendar years (2014, 2015, and 2016) In lieu of published reports the applicants may submit financial details certified by a chartered accountant or an auditor
		YES/NO	YES/NO	YES/NO	
		Amt. in Rs Crore	Amt. in Rs Crore	Amt. in Rs Crore	
2	Bidder should be profitable (after tax) for at least one (1) year in last three (3) financial years i.e. 2015-16, 2016-17, and 2017-18 or calendar years (2015, 2016, and 2017)	2014-2015	2015-2016	2016-2017	This must be supported by audited financial statements (Reports) for the financial year 2014-15, 2015-16, and 2016-17 or calendar years (2014, 2015, and 2016). In lieu of published reports the applicants may submit financial details certified by a chartered accountant or an auditor
		YES/NO	YES/NO	YES/NO	
		Amt. in Rs Crore	Amt. in Rs Crore	Amt. in Rs Crore	
3	Bidder should have full-fledged office/branch having permanent staff for media analysis/ Strategy creation /client service persons etc. and all required infrastructure including computers laptops printers, software etc. in Mumbai.	YES/NO			Please provide the supporting address proof document
4	Bidders should be registered under The Company's Act, The Partnership Act or LLP for last 3 years.	YES/NO			Please provide the supporting document

5	The bidder should not be blacklisted by any Central / State Government / Public Sector Undertaking / Listed Company ever.	YES/NO	Submit the declaration duly signed by authorized signatory
6	The agency should have performed similar work as detailed in the scope of work for at least three clients in the last 24 months as on the date of submission of the bids.	YES/NO	Please provide the supporting documents

Annexure A5 – Declaration for Acceptance of RFP Terms and Conditions

To

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

Sir,

Re: RFP No. NPCI/RFP/2017-18/FLAS/042 dated 14th March 2018 for Empanelment of Training Agency for NPCI.

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure A6 – Declaration for Acceptance of Scope of work

To

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

Sir,

Re: RFP No. NPCI/RFP/2017-18/FLAS/042 dated 14th March 2018 for Empanelment of Training Agency for NPCI.

I have carefully gone through the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP 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 A7 – Power of Attorney Format

(On Stamp paper of relevant value)

Know all men by the present, I Shri _____, (name and designation), of _____ (name of the company/Company/LLP/Partnership Firm and address of the registered office), pursuant to the power(s) granted to me vide Board Resolution dated _____, do hereby appoint and authorize Mr. _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “_____” in response to the RFP No. NPCI/RFP/2017-18/FLAS/042 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. I hereby, for and on behalf of the Company/Company/LLP/Partnership Firm, 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/Company/LLP/Partnership Firm.

Dated this _____ day of _____ 201.

For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

Annexure – A8 Declaration Regarding Clean Track by Bidder

(On Company/Firm's letter head)

To

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

Sir

Re: RFP No. NPCI/RFP/2017-18/FLAS/042 dated 14th March 2018 for Empanelment of Training Agency for NPCI.

I have carefully gone through the Terms and Conditions contained in the above referred RFP. 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 Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure B1 – Client Details

Provide details of 3 important current clients along with scope of work and reference:

Sn. No.	Name of Institute	Scope of work in brief	Contact Person Name and Designation	Contact Details with e-mail	Preferable time to contact
1					
2					
3					

Signature: _____.

Name: _____ -

Designation: _____

Company's Name: _____

Date: _____, Place _____

Annexure –B2– Technical Evaluation Matrix

S. No.	Evaluation Criteria	Weightage	Score
Subjective (50)			
1	Valuation of training delivery system / processes (strategic / conceptual) <i>Qualitative marking purposes only</i>	25	
2	Effectiveness of the training roadmap deliverables and approach – NPCI & its products	15	
3	Provide brief scope of work currently undertaken for 3 important clients of your organization along with client reference	10	
Descriptive (50)			
4	Please provide details of best 3 completed projects undertaken in last 3 years by your firm.	15	
5	Qualification and credentials of individuals/trainers in the team proposed to work on NPCI account	15	
6	Awards / Rewards / Testimonials won by the individuals/ trainers in the team proposed to work on NPCI account	10	
7	Awards / Rewards / Testimonials, suggestions and words of support provided by your past clients for your organization	10	
	Total	100	

- Bidders scoring 70% and above in the Technical evaluation will be assessed for commercial evaluation. If number of qualified bidders are less than two, then NPCI reserves the right to reduce minimum required score to 60%. If nobody scores 60 %, we would cancel the bid and refloat the tender.

Annexure B3 – Curriculum Vitae

Curriculum Vitae (CV) for proposed professional staff dedicated for NPCI. Please fill different forms for every person in the team. Each form should be duly verified, signed and stamped by the organisation.

1. Proposed Position:
2. Name of Agency [*Insert name of firm proposing the staff*]:
3. Name of Staff [*Insert full name*]:
4. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
5. Membership of Professional Associations:
6. Other Training [Indicate significant training since degrees under 4 - Education were obtained]:
7. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
8. Employment Record [Starting with present position, list in reverse order every employment held 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:

9. Detailed Tasks Assigned
a) List all tasks to be performed under current assignment

(i) Name of assignment or project:

(ii) Year:

(iii) Location:

(iv) Client:

(v) Main project features:

(vi) Positions held:

(vii) Activities performed:

10. Awards / Recognition / Rewards won in individual capacity

11. Awards / recognition / Rewards won as a part of the team

Signature & Date (Individual's Name & Signature)

Verified by (Company Name)

Annexure C1 – COMMERCIAL BID FORM

(To be included in Commercial Bid Envelope)

To

Date:

NPCI

Dear Sir,

RFP: NPCI/RFP/2017-18/FLAS/042 dated 14th March 2018 for Empanelment of Training Agency for NPCI.

With reference to your RFP for “Empanelment of Training Agency for NPCI” we have carefully studied its scope of work and deliverables and based on these we submit our best price for carrying out the desired scope of work:

The scope of work will be completed for the sum of Rs..... (Amount in words, inclusive of all taxes for the entire empanelment period).

Note: Fee for the work during the period of empanelment i.e. 1 year will be paid on monthly basis.

AFFIRMATION

We affirm that the total price given above represents the entire cost to complete the work in accordance with the RFP and is inclusive of manpower cost, hardware cost, telephone expenses, other related hardware/software requirement for successful completion of the project, out-of-pocket expenses and incidentals etc. and no claim will be made on account of any increase in expenses to be incurred to complete this Project.

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.

That, we understand that the total price is the indicative commercial value of the project and agree to the process of “reverse auction” as outlined below in this RFP and participate in the same.

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure C 2 – COMMERCIAL PRICE FORM

(To be included in Commercial Bid Envelope)

S. No.	Location	Description	Cost
1	Mumbai	Agreement/Contract fee for one year for the 'scope of work' as mentioned in 'RFP for empanelment of strategic training agency for NPCI [NPCI/RFP/2017-18/FLAS/042 dated 14 th March 2018]	
		Total	
		Taxes	
		Grand Total	

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure D – Non Disclosure Agreement

This Non-Disclosure Agreement ("**Agreement**") is made and entered on this ----- day of -----, 2018 ("**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, Plot 70, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra**, CIN: U74990MH2008NPL189067 (Hereinafter referred to as "**Disclosing Party**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

_____, a company/Partnership/Sole Proprietor/Association of _____ People/ _____ and _____ having its registered office at _____ (Hereinafter referred to as "**Receiving Party**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

Disclosing Party and Receiving Party 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 Disclosing Party and Receiving Party to perform the considerations (hereinafter called "Purpose") set forth in below:

Purposes:

- 1.
- 2.
- 3.
- 4.
- 5.

Article 2: DEFINITION

For purposes of this Agreement, "**Confidential Information**" means the terms and conditions, and with respect to Disclosing 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 the Disclosing 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 to the Receiving Party any rights, license or authority in or to the Confidential Information disclosed to the Receiving Party under this Agreement or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed to be a public disclosure of such Confidential Information by the Receiving Party for any purpose whatsoever. This Agreement does not create a joint venture or partnership between the parties.

Article 4: DISCLOSURE

1. Receiving Party agrees not to use the Disclosing Party's Confidential Information for any purpose other than for the specific purpose as mentioned in the recital clause. 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, **representatives, agents**, 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 does not make any representation or warranty as to the accuracy or completeness of Confidential Information. 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 Receiving party 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 Receiving Party hereto acknowledge and agree that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth herein. Accordingly, the Receiving Party agrees that in the event of a breach or threatened breach by the Receiving Party of the provisions of this Agreement, the Disclosing Party will have no adequate remedy in money or damages and accordingly the Disclosing Party, in addition to any other right or remedy available, shall be entitled to injunctive relief against such breach or threatened breach by the Receiving Party and to specific performance of any such provisions of this Agreement. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. If the Receiving Party is aware of a suspected or actual breach of this Agreement from Receiving Party's side, it shall (i) promptly notify the Disclosing Party in writing immediately; and (ii) take all reasonable and essential steps to prevent or stop any suspect or actual breach of this Agreement; (iii) Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

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

Notwithstanding anything contained in Article 7 and the express rights of the Disclosing party contained and provided thereto, 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 appointed by Disclosing Party 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 Receiving Party without the prior written consent of Disclosing Party.

Article 11: TERM

This Agreement shall remain valid from the effective date till the time the Receiving Party is receiving Confidential Information or until the termination of this Agreement, whichever is later. This Agreement may be terminated by either Party by giving prior written notice of sixty (60) days to the other Party. However, the Receiving Party shall not be entitled to terminate this Agreement if there is subsisting business engagement between the Parties. Irrespective of the termination, the obligation of the Receiving Party to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement and shall remain in effect indefinitely.

Article 12: INTELLECTUAL PROPERTY RIGHTS, Media Disclosure, Publicity and Public Interaction

- 12.1 Receiving Party shall not use or permit the use of Disclosing Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or interact with media for any disclosure of findings or otherwise discuss or make reference to Disclosing 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 Disclosing Party's prior written consent.
- 12.2 Any interaction by the Receiving Party with media for any disclosure of findings, publicity, public interactions for undue advantage and/or any association whatsoever of Disclosing Party, without express consent/approval from Disclosing Party, shall result in breach, and for every incident of breach the Receiving Party shall be liable to pay the Disclosing Party, an amount which Disclosing Party, in its sole and absolute discretion, deems fit. This shall be without prejudice to the right of Disclosing Party to peruse any other right or remedy available to it under law.

Article 13: INDEMNITY

In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided in this agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Receiving Party shall stop its breach of this agreement immediately and indemnify Disclosing party against losses resulting from its default, including the reasonable legal costs, which have been incurred by Disclosing party to investigate the default.

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. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) In the case of personal delivery or electronic-mail, on the date of such delivery, (b) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) In the case of mailing, on the seventh working business day following such mailing.

3. 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 and any additional agreement, if any, shall be binding along with that relevant Agreement in addition to this Non Disclosure Agreement without affecting the provisions of this agreement. In the event where only this agreement is existing than the provisions of this Agreement shall prevail. 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 or modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. The remaining provisions will continue in full force and effect.
4. Any breach of any provision of this Agreement by Receiving Party hereto shall not affect the Disclosing party's non-disclosure and non-use obligations under this Agreement.
5. The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

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: