



# REQUEST FOR PROPOSAL FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT CHENNAI

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**RFP Reference Number: NPCI/2019-20/ADMIN/052 (for Chennai)**

**Dated: 4<sup>th</sup> November 2019 :**

**National Payments Corporation of India**

1001A, 10<sup>th</sup> floor, B Wing,

The Capital

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Bandra East

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## **Disclaimer**

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

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

## **Checklist**

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

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

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## Section 1 **BID Schedule and Address**

Sr.No.	Description	
1	Name of Project	REQUEST FOR PROPOSAL FOR SELECTION OF PREMSIES ON LEASE OR CO-SHARING BASIS AT CHENNAI.
2	Tender Reference Number	<b><u>NPCI/2019-20/ADMIN/052</u></b>
3	Date of release of RFP document	4th November 2019 – Monday
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing preferably as per clause 4.3.2 of RFP document	22 <sup>nd</sup> November 2019 – Friday, 6 PM.
5	Date of Pre-Bid meeting	27 <sup>th</sup> November 2019 – Wednesday, 3 PM
6	Last date and time for submission of Eligibility, Technical & Commercial bids in sealed envelopes.	3 <sup>rd</sup> December – Tuesday , 6 PM ( Date of submission of all documents in Envelope A, B & C will be on same date)
7	a) Date and time of Eligibility Bid Opening:	9 <sup>th</sup> December 2019 - Monday , 3 PM
	b) Date and time of Technical Bid Opening:	17 <sup>th</sup> December 2019 – Tuesday, 3 PM
	c) Date and Time of Commercial Bid Opening:	24 <sup>th</sup> December 2019 – Tuesday, 3 PM
8	Place of Bid Submission and Opening of Bids	National Payments Corporation of India, 1001A, 10th floor, B Wing, The Capital, , Bandra Kurla Complex, Bandra East, Mumbai 400 051
9	Name and Address for communication	MD&CEO National Payments Corporation of India 1001A, 10th floor, B Wing, The Capital, Bandra Kurla Complex, Bandra East, Mumbai 400 051
10	Bid Related Queries	<a href="mailto:Subodh.vishwasrao@npci.org.in">Subodh.vishwasrao@npci.org.in</a> ; <a href="mailto:Abhishek.upadhyay@npci.org.in">Abhishek.upadhyay@npci.org.in</a>
11	EMD	Rs 10,00,000/- (Indian Rupees Ten Lacs only)

*Note: 1) Bids will be opened in the presence of the Bidders' representative who chooses to attend.  
2) Date and Time of Commercial Bid Opening will be intimated later.  
3) Commercial bid opening will be informed to the bidders qualified in the Technical bid*

## Section 2 – Introduction

### 2.1 About NPCI:

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

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

### 2.2 Objective of this RFP:

NPCI proposes to acquire on lease a premises preferably for a period of 9 years admeasuring a carpet area of approximately 35,000 Sq.Ft OR Co-sharing for 5 years for 302 staff admeasuring a carpet area of approximately 29,180 Sq.Ft at Chennai of contiguous usable space preferably on one floor in a building and preferably within a campus upto a distance of approximately 500 to 750 meters on OMR Zone 01 upto Toll Gate or Mount Ponnammalle High Road upto Porur IT/ITES building.

Expected handover- Take over date - September 2020.

IT/ITES building with or without fit outs and meeting all local, National & International building codes, guidelines with utmost priority for safety and security is preferred.

All statutory permissions for the proposed building and premises should be available at the time of participation of bid. For under construction properties, where the statutory approvals are expected to be received later, the bidder needs to provide documentary evidence to NPCI of having submitted all plans for construction of the said building.

### 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 can submit the bid response at NPCI's office at 1001A, 10<sup>th</sup> floor, B Wing, The Capital, Bandra Kurla Complex, Bandra East, Mumbai 400 051.

## 2.4 Pre-requisite:

- 2.4.1** The Bidder should possess the requisite experience, resources and capabilities in obtaining all necessary statutory approvals to meet the requirements, as described in the tender document. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the eligibility criteria will not be considered for further evaluation.
- 2.4.2** NPCI will not pay any charges like consultancy, brokerage, liasoning fees, management fees etc or any expenditure to the bidder regarding lease premise acquisition or co-sharing space acquisition

## 2.5 Due Diligence

- 2.5.1** The Bidders are expected to examine all instructions, terms and specifications stated in this RFP.
- 2.5.2** 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.
- 2.5.3** 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 email as mentioned in Section 1.

## 2.6 Eligibility Criteria

- 2.6.1** Bid is open to all Bidders including but not limited to Builders/ developers/property owners or their agent/ International Property Consultants ("IPC") on behalf of the landlord (IPC/ Agents must hold an authorization letter from the developer/ landlord/ authorizing them to participate in the bidding process, multiple premises may be represented by single IPC) and who meet the Eligibility criteria and Technical Specification for selection as given in **Section 8 and 9** of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document. Investor premises are also welcomed although the condominium/ society or developer needs to provide an NOC on their letterhead if the investor is offering the said premises on lease or co-sharing basis.
- 2.6.2** It is mandatory for the Bidders to be in existence for the past five years under The Companies Act, 1956 or 2013/LLP/Partnership firm having their office in India and having a valid GST number. (Incorporation/ certificate of registration/ commencement /MOA & AOA/S&E needs to be submitted; for Proprietary firms additionally, certificate from registered Chartered Accountant needs to be enclosed mentioning a) the firm is in existence for the past five years b) is in the business of leasing office premises for commercial usage/ ITES/IT premises or/and as a developer of commercial offices/IT/ITES and leasing the said premises to corporates and c) confirming compliance to statutory & taxation laws in India for the last three years.)

- 2.6.3** The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in India or abroad. The bidder should provide declaration to this effect on their company's letterhead reference to **Annexure D**.
- 2.6.4** The bidder shall also submit Pre-Bid Integrity Contract along with technical bid as prescribed under (Annexure J - **INTEGRITY CONTRACT**) duly signed by the bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without INTEGRITY CONTRACT shall not be considered.



## Section 3 Terms and Conditions

### 3.1 Brief requirements

Sr. no	Brief	Details
1	Location	1) Upto a distance of approximately 500 to 750 meters on OMR Zone 01 upto Toll Gate or Mount Ponnammalle High Road up to Porur IT/ITES building
2	Building type	1) Building to be preferably in campus setup and suitable for office use. Building/ campus offered, preferably be registered with Directorate of Industries under IT/ITES scheme. 2) Valid IT/ ITES certificate for the building/ campus from the Directorate of Industries, State Government needs to be furnished. Refer to relevant section for further details in this RFP. (in case of IT & ITES Set up ) 3) Building preferably should not be over 7 years old. Premises offered in the building can be with or without fit outs (warm shell – refer to the definition of warm shell under Section 3.2), however premises with fit outs (refurbished or new) / co-sharing space shall also be considered.
3	Carpet area	NPCI proposes to acquire <u>on lease a premises</u> preferably for a period of 9 years admeasuring a carpet area of approximately 35,000 Sq.Ft  OR  <u>Co-sharing</u> for 5 years for 302 staff admeasuring a carpet area of approximately 29,180 Sq.Ft  At Chennai of contiguous usable space preferably on one floor in a building and preferably within a campus.

### 3.2 Warm Shell Definition

**High Side Air Conditioning** - High Side Air Conditioning including Chillers and with tap off points of chilled water terminated at the premises offered. Sizing of HVAC system should have been designed to provide comfort air conditioning with a room temperature of 23 to 24 Deg. Celsius throughout the year. AHU to be preferably installed by Bidder. BTU meter to be provided and installed by Bidder for calculation of HVAC consumption else shall be calculated on the basis of chargeable area occupied.

**Power and Power Back up** - Infrastructure for Power and Power Back up shall be provided for 1.25 KW for every 100 sq. ft. of carpet area upto the meter room within the premises offered. Incomer from the meter room to the premises that is being offered to be provided by Bidder.

**Flooring:** Bare RCC floor preferably with water proofing in all areas or on wet block areas.

**Toilets** - Finished wet blocks as per developer's design and specifications should be made an available.

## **Fire Fighting Services -**

- I. Fire alarm system (analog/digital type) and firefighting arrangements which are mandatory as per the statutory authorities/fire safety norms of National Building Code and state building bye laws and IS Standards should be installed in safe and secure environment in the building premises.
- II. The Bidder shall provide sprinklers and smoke detectors in the floor lobbies, common area and parking areas. Further the Bidder shall provide first level of sprinklers (upright sprinkler head system) inside the offered premises. Sprinkler for internal areas within the leased or co-sharing premises and integration of same with the common BMS system to be done by NPCI. Tap off points of Sprinkler header to be provided inside the premises installed with NRV, butterfly value and pressure gauge. All local statutory norms, IS/NBC norms to be followed and should be fire compliant.
- III. Firefighting equipment in common areas will have to be provided and maintained in good running condition at all times by the building management. The fire equipment/systems should comply with the State Fire Prevention and Life Safety Measures Act 2006. The building management should produce certificate of compliance at the required periodicity.

**Common Area** - All common areas shall be finished as per design and specifications of the Bidder.

## **3.3 TECHNICAL INPUTS:**

The bidder can submit proposals with fit out and/or without fit out premises or co-sharing space with fit outs & end to end facility management services may also be considered

For fitted out premises, the office should be in plug-and-play condition to enable NPCI to start operations.

**3.3.1** Sufficient raw power from the state electricity board/private service provider with 100% Power back-up for the entire premises and adequate redundancy.

**3.3.2** The building should have proper approach road and compound wall.

**3.3.3** The internal accommodation shall be planned, designed as per the standard industry norms adhering to relevant IS codes / NBC laws.

### **3.3.4 Air Conditioning requirements:**

The building should be designed for and provided with central air-conditioning system with chiller plant to provide comfort cooling around the year at a temperature of 22 to 24 Deg Celsius. Each floor should have sufficient number of tap off points for enabling NPCI to install Air Handling Unit(s) (AHU) as designed by our HVAC consultant. The provision for calculating tonnage and usage using BTU meter or enthalpy meter should be made available by the bidder. BTU meter shall be installed by Bidder for the premises that is being offered. In premises where BTU meter is not available then NPCI shall pay charge on chargeable area occupied. NPCI shall pay charges for air-conditioning as per the methodology described below:

(a) Charges will be paid on actual consumption of variable inputs. The fundamental principle to be followed here would be that the bidder/landlord should not make profit out of providing the air-conditioning services but the variable cost of providing the services should be reimbursed to him on actual consumption basis.

(b) The actual consumption of variable inputs will be computed by means of a mutually agreed transparent formula which is verifiable and auditable.

(c) In case of any dispute regarding the methodology of computation of cost of air-conditioning, NPCI shall seek the services of its external consultants, and the decision taken by the external consultants will be final and binding on both the parties (the bidder and NPCI).

(d) It should be possible to air-condition upto 20% of the floor area using Variable Refrigerant Flow (VRF) and/or Split Air-conditioners, Cassette and space should be provided for keeping outdoor units for the purpose.

### **3.3.5 Power backup for common areas and office premises:**

The premises offered should have 100% power back through Diesel Generator in the event of electricity failure.

**Power back up** cost will be paid based upon actual power consumed measured using energy meter as per the methodology described below:

(a) Charges will be paid on actual consumption of variable inputs. The fundamental principle to be followed here would be that the bidder/landlord should not make profit out of providing the DG set power, but the variable cost of providing the services should be reimbursed to him on actual consumption basis.

(b) The actual consumption of variable inputs will be computed by means of a mutually agreed transparent formula which is verifiable and auditable.

(c) In case of any dispute regarding the methodology of computation of cost of DG power, NPCI shall seek the services of its external technical panel and the decision taken by the latter will be final and binding on both the parties (the bidder and NPCI).

- 3.3.6 Toilet Block** with the required soil line, inlet water and flush water to be made available for the area as per statutory norms. Washroom for ladies, gents and physically challenged persons will have to be provided with an area as per local municipal norms.
- 3.3.7 Water supply** with municipal water connection/bore well supported with adequate capacity pumps connected with sufficient storage of water overhead water tank. Potable water supply must be made for 24 x 7 as per municipal norms.
- 3.3.8 Proper sewage disposal** system, wherever Municipal sewage connection is not available, in such cases there shall be proper disposal mechanism & infrastructure as approved by applicable authorities.
- 3.3.9 Kitchen** with water supply, drainage and garbage disposal will have to be provided with an area as per local municipal norms.
- 3.3.10 Electricity** will be supplied by separate metering and payment will be made directly to the electricity distribution company. All security deposit pertaining to the installation and operationalization of the electricity meter shall be borne by the Bidder only.
- 3.3.11** The developer/ building management will ensure that network, data and electricity cables are allowed to be brought into the premises offered to the premises from outside the building from any direction without any hindrance and any additional charges.
- 3.3.12** The developer/ building management should ensure that the building should be kept in good condition, and where the external façade is of glass, the cleaning of the glass will have to be done periodically by the Bidder.
- 3.3.13** All taxes related to the property shall be borne by the bidder. All taxes with respect to the rental shall be borne by NPCI.
- 3.3.14** Common area, parking for cars and two wheelers to be specifically marked. NO rent will be paid for parking. Four wheeler parking to be provided & preferably unlimited two wheeler parking shall be provided free of cost at the designated area.

## Section 4 – Instruction to Bidders

### A. The Bidding Document

#### 4.1 Definition:

1. **RFP** shall mean Request for Proposal
2. **Bid, Bid Document, Tender and RFP** are used to mean the same.
3. **Office premises/office space/ premises** etc. are used to mean the same and is the office premises that is being offered which may consist of one unit or of multiple units wherein each unit is identified by a unique unit number
4. **Campus:** Refers to gated community consisting of over two to three commercial building and/or having a mix-used planned development of large scale restaurants/commercial building/ gymnasium / Crèche etc.
5. **Landlord/ owner/ developer/ firm/ bidder/ successful bidder** is used to mean the same.
6. **Building Management** is referred to the team, who under the supervision of the developer/landlord may be managing the day-to-day building operations.
7. **Carpet area:** Covered area of the usable rooms at any floor level (excluding the area of the interior or exterior wall and columns )
8. **Letter of Intent (“LOI”):** to facilitate the start of a business deal between the parties involved by identifying the key business and contractual understanding that will form the basis of the agreement.
9. **Lease Agreement:** Registration agreement entered into between NPCI and the successful Bidder on completion of the bidding process.
10. **Bare shell:** without chiller/ AHU/toilet block or any tap-off points within the proposed premises;
11. **Warm shell:** with chiller tap off points/ AHU and/or finished toilet block/ tap off points for toilet block
12. **Day:** Being English Calendar day, beginning with Monday to Sunday; statutory holidays shall be considered as holidays only.
13. **Fully Furnished –** Ready to move in premises, premises to be in plug-and-play condition to enable NPCI to start operations from day zero onwards.
14. **Co-Sharing –** Also termed as Co-working is a business services provision model that involves individuals working independently or collaboratively in shared/ separate office space. The owner of the space provides a work environment and, usually, office equipment and amenities found in a typical office. Typical features of Co-working facilities include Shared work spaces, 24/7 access, Reservable/rentable conference and/or board rooms,Wi-Fi,Communal printer/copier/fax.Private branch exchange (PBX) systems, Shared kitchens, Utilities and lounges, Housekeeping & Pantry Services, Vending Machines etc.

## 4.2 Content of Bidding Document:

The Bid shall be in 3 separate envelopes, Envelope A, B and C. Eligibility bid and Technical bid by bidder are to be enclosed in Envelope A and Envelope B respectively and commercial bid only to be enclosed in Envelope C. The contents of the Envelopes are mentioned in clause 4.13.

## 4.3 Clarifications of Bidding Documents

**4.3.1** A prospective Bidder requiring any clarification on the Bidding Documents may notify NPCI in writing at NPCI's address or through e-mail any time prior to the deadline for receiving such queries as specified in section 1.

**4.3.2** Bidders should submit the queries preferably in the format given below:

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

## 4.4 Amendment of Bidding Documents

**4.4.1** 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.

**4.4.2** Amendments will be provided in the form of Corrigendum to the Bidding Documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.

**4.4.3** In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NPCI's website.

**4.4.4** From the date of issue, the Corrigendum to the tender shall be deemed to form an integral part of the RFP.

## B. Preparation of Bid

### 4.5 Bid Price:

**4.5.1** Prices or monthly rentals shall be quoted on per Sq.Ft (square feet) basis measured on built up area basis and CAM charges should be separately mentioned (excluding GST). Or for co- sharing per desk cost to be mentioned.

All commercial bid documents must be enclosed under Envelope C only and as per the format provided under Section 10.

**4.5.2** The cost of Power Back up shall be reimbursed to the Bidder on actuals utilized by NPCI.

**4.5.3** All taxes pertaining to property shall be borne and paid by the landlord. NPCI shall not reimburse nor shall pay any direct taxes pertaining to property.

### 4.6 Earnest Money Deposit (EMD)

**4.6.1** The Bidder shall submit Earnest Money Deposit of Rs. 10, 00,000/- (Rupees Ten lacs only) in the form of a Demand Draft / Pay order from a scheduled bank in India 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 or A2** and to be enclosed under **Section 8**.

**4.6.2** No interest shall be payable on the EMD by NPCI.

### 4.7 Period of Validity of Bids and Extension:

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.

### 4.8 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request the Bidders consent to an extension of the validity period as per point number 4.7 of this RFP. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

### 4.9 Signing of Bid document:

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

All pages of the bid document, shall be initialed by the person or persons signing the bid.

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

The bid document shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure D1) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid document.

## 4.10 Return of EMD

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

**4.10.2** The EMD for successful bidder shall be returned on registration of the agreement between the successful bidder and NPCI.

## 4.11 Forfeiture of EMD & Related clause

The EMD made by the bidder will be forfeited &/or further action may be initiated which may lead to Blacklisting if serious deliberate anomalies are observed during RFP process

**4.11.1** If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract.

**4.11.2** If bidder withdraws/revokes their offer or modifies/changes the same during the validity of the Bid.

**4.11.3** If bidder fails to provide documents relevant to support the claims made in the bid document.

**4.11.4** In case of successful Bidder, if the Bidder fails to sign or accept the Notification of award/ LOI within the specified date. However NPCI reserves its right to consider at its sole discretion the late acceptance of the LOI by the selected Bidder.

**4.11.5** Where the bidder being technically qualified, withdraws the bid before the entire commercial evaluation process has been completed.

**4.11.6** Tampering of RFP document – Bidder is strictly not allowed to temper/modify RFP document. If any bidder does the same, then NPCI has full right to discard the submitted bid, forfeit the EMD & may lead to even blacklisting of bidder

For greater clarity, where a Bank Guarantee is furnished by the Bidder as EMD, the Bank Guarantee shall be invoked and the EMD amount forfeited forthwith upon happening of any of the events listed out from 4.11.1 to 4.11.6 in clause 4.11 above.

## C Submission of Bid

### 4.12 Envelope bidding process:

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

**4.12.2** Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '**RFP for Selection of leased or Co-sharing premises at Chennai**'.

**4.12.3** The inner and outer envelopes shall

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



## 4.13 Contents of the Envelopes:

### 4.13.1 Envelope 'A' Eligibility Bid: The following documents shall be inserted inside

Envelope A:

Document name	Annexure nos.
1. Bid Earnest Money Deposit in the form of Demand Draft Or Bid Earnest Money in the form of Bank Guarantee	Annexure A1 – EMD DD OR Annexure A2 - Bank Guarantee Format
2. Bid Offer Form (without Price)	Annexure B
3. Bidders Information	Annexure C1
4. Eligibility Criteria Matrix	Annexure C2
5. Declaration regarding Clean Track by Bidder	Annexure D
6. Power of Attorney on Rs 100/- stamp paper	Annexure D1
7. RFP document duly signed by the authorized signatory	Complete RFP Document
8. DD/Pay Order / Bank Guarantee towards EMD	Original DD or original BG to be provided

### 4.13.2 Envelope 'B' Technical Specifications: The following documents shall be inserted inside Envelope B:

Document name	Annexure nos.
1. Technical Specification – For Evaluation	Annexure E
2. Premise Details – For Information only	Annexure E 1
3. Legal Due Diligence Documents – For Information only	Annexure F

### 4.13.3 Envelope 'C' Commercial Bid: The following documents shall be inserted inside Envelope C:

Document name	Annexure nos.
1. Price Format	Annexure G
2. Commercial Bid Form	Annexure H

The following documents to duly affix with appropriate stamp paper and submitted by the successful Bidder only.

Document name	Annexure nos.
1. Non-Disclosure Agreement (Rs 100/- stamp paper or franking)	Annexure I
2. Integrity Contract (Rs 600/- stamp paper or franking)	Annexure J

#### **4.14 Bid Submission:**

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

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

**4.14.3** The offers should be made strictly as per the formats enclosed. In case if the commercial details are mentioned under Eligibility or Technical response bid then the bid will be rejected at the discretion of NPCI.

#### **4.15 Bid Currency:**

All prices shall be expressed in Indian Rupees only.

#### **4.16 Bid Language:**

The bid shall be in English Language.

#### **4.17 Deadline for Submission:**

The last date of submission of bids is given in Section 1, unless amended by NPCI through corrigendum published at NPCI's website.

#### **4.18 Extension of Deadline for submission of Bid:**

NPCI may, at its discretion, extend bid submission timeline by issuing corrigendum which will be posted on NPCI's website, in given case all rights and obligations of NPCI and Bidders will thereafter be subject to the deadline as extended.

#### **4.19 Late Bid:**

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

#### **4.20 Modifications and Withdrawal of Bids:**

**4.20.1** Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

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

#### **4.21 Right to Reject, Accept/Cancel the bid:**

**4.21.1** NPCI reserves the right to accept or reject any of the submitted bid without assigning any reason whatsoever.

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

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

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

#### **4.22 RFP Abandonment:**

NPCI may at its discretion abandon the RFP process any time before the issuance of the LOI.

#### **4.23 Contacting NPCI:**

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact NPCI for seeking any clarification any matter related to the bid, it should do so in writing on mail ID as mentioned in Section 1.

## Section 5 – Bid Opening

### 5.1 Opening of Bids:

**5.1.1** Bids will be opened in 3 stages:

**Stage 1** – In the first stage only the eligibility bid will be opened i.e. Envelope A.

**Stage 2** - Technical bid i.e. Envelope B, will be opened as per the date/time mentioned in Section 1 for those who have cleared the eligibility bid.

**Stage 3** – In the third stage the Commercial Bids i.e. Envelope C will be opened. Commercial bids of only the successful bidders will be opened in the manner prescribed in clause no 5.4 of this RFP document.

### 5.2 Opening of Eligibility and Technical bids:

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

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

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

### 5.3 Presentation of Technical

**5.3.1** Post Technical evaluation, NPCI may invite the prospective Bidders for a presentation on their building/proposed premises.

**5.3.2** Each Bidder shall be allowed maximum 20 minutes for the presentation followed by question and answer session for 10 minutes.

**5.3.3** The presentation shall include the following:

- Brief introduction of firm, etc.
- Description of the building/ premises
- Value proposition
- No Commercials to be mentioned in the presentation

### 5.4 Opening of Commercial Bids:

**5.4.1** The Commercial bids of Bidders qualified in Eligibility and Technical bid as mentioned in Section 6 will be opened and evaluated further.

**5.4.2** The Commercial bids will be opened in the presence of Bidder's representative(s) who choose to be present on the date, time and address, which will be intimated to the eligible bidders.

## Section 6 – Bid Evaluation

### 6.1 Technical Scoring Matrix:

**6.1.1** The following are the board parameters for evaluating the Technical Bid are as follows:

Sr. No	Broad Parameter for selection/ Evaluation matrix	Max % score achievable
A	Area/ Premises offered on lease or Co-sharing	30%
B	Technical Parameters	42%
C	Security Parameters	20%
D	Employee Centric Factors	8%
	TOTAL	100%

Scoring Matrix: Bidders scoring a minimum of 75% would be eligible for the commercial bid opening.

**6.1.2** Envelope A will be evaluated first and then Envelope B shall be evaluated. Those who fulfill the above mentioned criteria and avail a score of above 75% in the Technical will be eligible for Commercial evaluation.

**6.1.3** The evaluation of the bid document shall be conducted by NPCI's Premise Committee / Authorities

### 6.2 Evaluation of Commercial Bids:

**6.2.1** NPCI reserves the right to accept any of the offers of the qualified bidders provided NPCI opines that it is most suitable from all aspects including the price, operational & technical criterias.

**6.2.2** Envelope A will be evaluated first, Envelope B will be evaluated for the successful bidder who have cleared the Eligibility criteria. The bidders who avail a score of above 75% in Technical criteria will be eligible for Commercial evaluation.

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

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

3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

### **6.3 Successful Evaluated Bidder:**

- 6.3.1** Post evaluation & arriving to 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 so on & so forth.
- 6.3.2** NPCI may on its sole discretion may choose or reject any premise based on decision made by NPCI - Premise Committee.
- 6.3.3** If bidders fail to achieve  $\geq 75\%$  in technical criteria or if only few bidders clears said criteria Or NPCI chooses to consider more bidders for premise finalization than NPCI has full right to consider bidders who have scored  $< 75\%$  in Technical evaluation criteria
- 6.3.4** The successful bidder shall furnish an undertaking stating that the commercials will be valid for a period of 180 days.

## Section 7 – Terms and Conditions

### 7.1 Notification of Award:

- 7.1.1** 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 /Letter of Intent (LOI) to the selected Bidder through email. Within seven (7) working days of receipt of Notification of Award/ Letter of Intent, the successful bidder shall provide the acceptance copy of the same to NPCI. Failure of the successful bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award in which case L2 bidder will then be invited for the work as details mentioned in Section 6. However NPCI reserves its right to consider at its sole discretion the late acceptance of the award by the successful bidder.
- 7.1.2** In the case of delay in compliance with the notification of award beyond 10 working days of the stipulated time period, NPCI will have the right to cancel the order and/or levy penalty @ Rs 10,000/- per day subject to maximum of 10% of the monthly rental

### 7.2 LOI and execution of registered Agreement:

- 7.2.1** After receipt of acceptance of Award through email by the successful bidder, NPCI shall issue the Letter of Intent.
- 7.2.2** Within seven (7) working days of receipt of LOI, the successful Bidder shall accept the LOI. Upon acceptance of the LOI, the successful Bidder shall allow access to the premises to NPCI and its contractors to carry out necessary survey, preliminary fitment, measurement etc. as deemed fit. Thereafter preferably within one (1) month of the LOI an agreement shall be executed between the successful Bidder and NPCI and registered in the Sub-Registrar's office. The term of the agreement preferably shall be for a period of Nine years with lock in of 3 years & incase of co-sharing basis it may be preferably for 5 years with lock in of 3 years. Preferably notice period from NPCI's end will be 3 months for both the cases & from Bidders end preferably entire tenure of the Contract.
- 7.2.3** The cost of registration and stamp duty shall be equally borne by the successful Bidder and NPCI. NPCI shall reimburse the Bidder its share of registration and stamp duty charges to the successful Bidder.
- 7.2.4** Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

### 7.3 Taxes and Duties:

- 7.3.1** All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates.
- 7.3.2** The benefits realized by the successful bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to NPCI.

### 7.4 Terms of Delivery:

- 7.4.1** The Bidder shall handover the premises that is being offered as per the terms mentioned in the RFP.
- 7.4.2** The premises shall be clean of all debris during handover.

- 7.4.3** All aspects in terms of sprinkler, electrical, mechanical tap off points, façade glass etc. as stated in the RFP document shall be checked before handover of site.

## **7.5 Penalty for default in delivery:**

- 7.5.1** Penalty clauses for non-fulfilment of the following T&C during the performance of the contract shall be as follows:

<b>Item</b>	<b>Penalty (% of monthly rental*)</b>
Water not available for 4 hours or more in a quarter	0.1% per instance
Electricity outage (except for planned preventative maintenance) for more than ½ hour without DG power backup in a quarter	0.5% per instance
50% or more than 50% of the lifts not working for more than 2 hours except for planned preventative maintenance	0.1% per instance
A.C. chiller outage (except for planned preventative maintenance) for more than ½ hour in a quarter	0.5% per instance
Delay in Handing over the offered premise as per mutually agreeable time lines.	1 day delay = 1 day additional rent free period over and above the rent free period mentioned in Section 10

## **7.6 Payment Terms:**

- 7.6.1** The selected Bidder, on the submission of original tax invoice shall receive the monthly rental at the start of the month through NEFT and shall be disbursed before the 10th of calendar month.
- 7.6.2** For HVAC and DG charges, requisite supporting documents need to be the furnished to the satisfaction of NPCI personnel along with the submission of tax invoice at the beginning of the month and accordingly the payment shall be disbursed between the 15<sup>th</sup> to the 20th of the calendar month.
- 7.6.3** The security deposit shall be disbursed to the Bidder through cheque post signing of the agreement.



## 7.7 Bidder's Liability

**7.7.1** The selected Bidder will be liable for all the deliverables.

**7.7.2** The Bidder's aggregate liability in connection with obligations undertaken under the Agreement, 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.

**7.7.3** 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.

## 7.8 Indemnity

The bidder shall indemnify NPCI for any direct loss or damage that is caused due to any deficiency in services. The bidder shall take out and maintain adequate professional indemnity insurance (of minimum insurance value of Rs 10 CR and above) and insurance against claims by third parties resulting from acts performed in carrying out the Services. The bidder shall provide a copy of the professional indemnity insurance policy to NPCI for their perusal.

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

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

## 7.9 Force Majeure:

Notwithstanding the provisions of the RFP, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of 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.

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 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 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.

## 7.10 Termination of Contract

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

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

For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's failure to perform the contract/ Agreement/ LOI.

## 7.11 Confidentiality

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

The Bidder and subcontractors if any shall (whether or not it submits the tender) treat the details of the documents as secret and confidential.

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

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

The terms of this clause shall continue in full force and effect for entire contract period from the date of disclosure of such Confidential Information.

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

## Section 8 Documents/ forms to be put in Envelope 'A'

### 8.1 Annexure A1- Bidder's Letter for EMD (Demand Draft)

#### To be put in Envelope 'A'

On the letterhead of the bidder

To

**MD&CEO**

National Payments Corporation of India,  
1001A, 10th floor, B Wing, The  
Capital,  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

**Subject: NPCI/2019-20/ADMIN/052 (for Chennai) DATED: - 4<sup>th</sup> November 2019 for RFP  
FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT CHENNAI**

We have enclosed an EMD in the form of a Demand Draft No. \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs. 10, 00,000/- (Rupees Ten lacs only for Chennai). This EMD is as required by clauses 4.6 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business  
Address:

## 8.2 Annexure A2 – EMD (Bank Guarantee)

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

National Payments Corporation of India: \_\_\_\_\_

Date: \_\_\_\_\_

BID GUARANTEE No.: \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under RFP No. : **NPCI/2019-20/ADMIN/052 (for Chennai) DATED: - 4<sup>th</sup> November 2019**

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]

## 8.3 Annexure B - Bid Offer Form (without Price)

**To be put in Envelope 'A'**

*(Bidder's Letter Head)*

**OFFER LETTER**

**Date:**

**Place:**

**To**

**MD&CEO**

National Payments Corporation of India,  
1001A, 10th floor, B Wing, The  
Capital,  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

Dear Sir,

**RFP #: NPCI/2019-20/ADMIN/052 (for Chennai) DATED: - 4<sup>th</sup> November 2019 towards  
RFP FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT CHENNAI**

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. (To be filled by bidder only if applicable only)

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 receipt of registered Agreement, 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 180 days for an amount of Rs. 10,00,000/- (Rupees ten lacs only) payable at Mumbai

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:

## 8.4 Annexure C1 – BIDDERS INFORMATION

(On Company/firm's Letterhead)

### To be enclosed in Envelope 'A'

#### Bidder's Information

Details of the Bidder		
1	Name of the Bidder firm	
2	Address of the Bidder	
3	Status of the Company (Public Ltd/ Pvt. Ltd., Partnership/LLP firm/Proprietary)	
4	Details of Incorporation of the Company. (Certificate to be submitted in Eligibility bid)	Date:
		Ref#
5	Details of Commencement of Business	Date:
		Ref#
6	Valid GST registration no.	
7	Validity in state of (mention the state)	
8	Permanent Account Number (PAN)	
9	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10	Telephone No. (with STD Code)	
11	E-Mail of the contact person:	
12	Fax No. (with STD Code) if available	
13	Website	
14	Cancelled Cheque	

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

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

## 8.5 Annexure C2 – ELIGIBILITY CRITERIA MATRIX

(On Company/firm's Letterhead)

### To be enclosed in Envelope 'A'

#### Eligibility Criteria Matrix

Sr. No.	Description	Complied with statements	Proof to be attached
1	Registered company under The Companies Act, 1956 or 2013 or Partnership firm/ LLP or Proprietary firm having their office in India in existence for a minimum of five years		<p>Proof should be submitted in terms of valid certificate of registration /Incorporation/ commencement/ MOA&amp; AOA/ S&amp;E/ etc.</p> <p>Additionally for Proprietary firms, certificate from registered Chartered Accountant needs to be enclosed mentioning a) the firm is in existence for the past five years b) is in the business of leasing office premises for commercial usage/ ITES/IT premises or/and as a developer of commercial offices/IT/ITES and leasing the said premises to corporates etc. and c) confirming compliance to statutory &amp; taxation laws in India for the last three years.)</p> <p>Investor premises to provide NOC from condominium/ society or developer on their letterhead if the investor is offering the said premises on lease or co-sharing basis.</p>
2	The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in India or abroad		Declaration as per Annexure - D
3	Integrity Contract– to be signed by the authorized signatory and signed by two witness		<p>Refer format under Annexure J - <b>INTEGRITY CONTRACT</b></p> <p><b>Rs 600/- stamp paper / franking</b></p>



4	Location		Upto a distance of approximately 500 to 750 meters on OMR Zone 01 upto Toll Gate or Mount Ponnammalle High Road up to Porur IT/ITES building
5	Building Age		Proposed building premise age should not be over 7 years.
6	<p><b>A.</b> The bidder should have minimum annual turnover of Rs 100 Crores (One hundred crores), during any of the two financial years (2015- 16, 2016-17 ,2017-18,2018-19) or calendar years 2015,2016, 2017,2018 or bidders financial years. Annual Turnover will be considered for main bidder firm and not for the Group Company or Subsidiary Company. (The bidder needs to provide financial statements in terms of audited Balance Sheet and Profit &amp; Loss account for the last three years )</p> <p><b>B.</b> The bidder should be a profit (profit after tax) making company in any one of the financial years starting from (2015- 16, 2016-17, 2017- 18, 2018-19) or Calendar years 2015, 2016, 2017 &amp; 2018 or the Bidder's financial years</p> <p><b><u>* If bidder is not matching the criteria as mentioned above, Bidder's proposal will be rejected.</u></b></p>	<p>A. 3 years Audited Balance Sheet B. 3 years P&amp;L C. 3 years independent Auditors report. (Signed &amp; Company Stamped)</p>	

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

(Signature of the Bidder)  
Printed Name  
Designation  
Seal

Date:

## 8.6 Annexure D – Declaration regarding Clean Track by Bidder

### To be put in Envelope 'A'

*(On Company/firm's Letterhead)*

To,

#### **MD&CEO**

National Payments Corporation of India,  
1001A, 10th floor, B Wing, The Capital  
Bandra (E), Mumbai – 400 051.

Sir,

**RFP No. : NPCI/2019-20/ADMIN/052 (for Chennai) DATED: - 4<sup>th</sup> November 2019 towards RFP FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT CHENNAI**

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

I declare the following

No.	Country in which the company is debarred/blacklisted/case is pending	Black listed/debarred by Government / Semi Government organizations/ Institutions	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:

## 8.7 Annexure D1 - Format Power of Attorney

(On Stamp paper of Rs 100/-)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of

\_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for NPCI/2019-20/ADMIN/052 (for Chennai) DATED: - 4th November 2019 towards RFP FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT Chennai in response to the RFQ by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

For \_\_\_\_\_.

(Signature)

(Name Designation and Address)

Accepted

Signature) (Name

Designation) Date:

Business Address:

## Section 9 Documents/ forms to be put in Envelope 'B'

### 9.1 Annexure E Technical Specification – For Evaluation

To be put in Envelope 'B'

On the letterhead of bidder

(Do not mention any commercial details)

Date:

Place:

To

MD&CEO  
National Payments Corporation of India,  
1001A, 10th floor, B Wing, The  
Capital,  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

Dear Sir,

**RFP No. : NPCI/2019-20/ADMIN/052 (for Chennai) DATED: - 4<sup>th</sup> November 2019 towards  
RFP FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT CHENNAI**

We herewith enclose the following Technical Specification data sheet for your perusal. In case if any supporting documents are required to support the below claim then we shall provide the same when asked upon by NPCI.

<b>ANNEXURE E - TECHNICAL EVALUATION</b>		
<b>1. AREA/PREMISES OFFERED</b>		
<b><u>PARAMETERS</u></b>	<b><u>Supporting Document</u></b>	<b><u>GRADING CRITERIA</u> <u>(please select appropriate option)</u></b>
BUILDING WITHIN CAMPUS/ STANDALONE BUILDING	* Approved Building / Campus Layout from competent Government Authority.	*CAMPUS *STANDALONE BUILDING
OFFERED PREMISES AREA	* Approved Floor layout from competent Government Authority for the offered floor/floors	* On one contiguous floor _____ * On two contiguous floors _____ * None

CONTIGUOUS CARPET AREA OF THE FLOOR PLATE OFFERED IN SQ.FT PER FLOOR	* Approved Floor layout from competent Government Authority for the offered floor/floors	* $\geq 25,000$ Sq.Ft on one floor * $< / = 24,999$ to 20,000sq.ft on one floor * $\leq 19,999$ to 10,000 Sq.Ft on one floor (*If more than one floor offered average will be taken as per above criteria)
EFFICIENCY in %	* Declaration on Company letter head or any other document.	* $\geq 80\%$ * $\leq 79$ to 75% * $< 74$ to 70 * $< 70$ or less None of the above
DOES THE PROPERTY HAVE CLEAR OWNERSHIP / OWNERSHIPS AND MARKETABLE TITLE	* Registered Sale deed for the said premises/building etc. If multiple owners exist then ownership details with percentages is required.	Yes /No

2. TECHNICAL PARAMETERS		
<b><u>PARAMETERS</u></b>	<b><u>Supporting Document</u></b>	<b><u>GRADING CRITERIA (please select appropriate option)</u></b>
Part A - If bidder is quoting for 'BARE SHELL (without chiller/ AHU/toiletblock) OR WARM SHELL (with chiller tap off points/ AHU and/or finished toilet block) OR with Fit - Outs	* Declaration on Company letter head .	<b>PART - A -</b> * With finished toilet block and AHU * Either toilet block or AHU * None of the above
Part B - Bidders providing Co sharing space with fully furnished office and extending end to end FMS services & ready to customize as per NPCI' s requirement	* Declaration on Company letter head .	<b>Part - B-</b> *Fully furnished (ready to move in ) Office with end to end customization as per NPCI's requirement *Fully furnished (ready to move in ) Office without customization as per NPCI's requirement * None of the above
Status of * OC received availability /( in process )/ * CFO final approval / ( in process ) * Final structural stability certificate availability/ ( in process )	* Declaration on Company letter head along with available / WIP certificate / receipt.	* All three available * Any two available * WIP (Any two ) * None available / Not applied

IT/ITES PARK/ COMMERCIAL BUILDING	* Government Approved Certificate Copy.	* IT/ITES Park * Commercial Building
CHILLER SYSTEM USED FOR HVAC	* Declaration on Company letter head .	* Chiller available * VRV * Cassette units * None of the above
100% DGBACK UP FOR THE PREMISES OFFERED	* Declaration on Company letter head .	* DG available * DG only for common areas * None of the above
ALL NECESSARY TAP OFF POINTS PROVIDED (Water supply/ sewage/ Electrical power/ HVAC tap off points)	* Declaration on Company letter head .	* All Tap off points available * All Tap off points not available
24/7 WATER AVAILABILITY (Municipal supply/ bore well/ tanker water - treated)	* Declaration on Company letter head .	Yes / No
STP PLANT AVAILABILITY	* Declaration on Company letter head .	* STP Available * STP not available
SPRINKLER IN COMMON AREAS	* Declaration on Company letter head .	* Sprinkler for common areas and upright within premises * Sprinkler in common areas only * None of the above
SMOKE DETECTORS IN a. COMMON AREAS/ b. FLOOR LOBBIES/ c. PARKING AREAS	* Declaration on Company letter head .	* Available in all 3 areas * None of the above
NETWORK LINK AVAILABILITY (Mention the telecom service providers ( SP ) that are currently available.) All network, data/fiber etc., are allowed to be brought into the offered premises without any hindrance.	* Declaration on Company letter head .	* No. of SP >= 3 * No. of SP=2 * No of SP=1 * None of the above

3. SECURITY OF PREMISES		
<u>PARAMETERS</u>	<u>Supporting Document</u>	<u>GRADING CRITERIA (please select appropriate option)</u>
BOOM BARRIER TO THE PREMISES	* Declaration on Company letter head .	Available / Not Available

BAGGAGE SCANNER/ DOOR FRAME METAL DETECTOR	* Declaration on Company letter head .	<b>Available / Not Available</b>
NO OF ENTRANCES/ SEPARATE FOR STAFF AND GOODS	* Declaration on Company letter head .	<b>Available / Not Available</b>
CCTV CAMERA IN MAIN AREA AND CRITICAL INSTALLATIONS FOR BUILDING	* Declaration on Company letter head .	<b>Available / Not Available</b>
SEGREGATION OF CRITICAL FACILITIES - DG/ CHILLER/HT PANEL/METRE ROOM	* Declaration on Company letter head .	<b>Available / Not Available</b>

<b>4 . EMPLOYEE CENTRIC FACTORS</b>		
<b><u>PARAMETERS</u></b>	<b><u>Supporting Document</u></b>	<b><u>GRADING CRITERIA</u> (please select appropriate option)</b>
AVAILABILITY OF FOOD COURT/CAFETERIA	* Declaration on Company letter head .	<b>Available / Not Available</b>
AMENITIES WITHIN CAMPUS / BUILDING - CRÈCHE, GYM.EMPLOYEE ENGAGEMENT ACTIVITY LIKE - YOGA, ZUMBA, MEDICAL ASSISTANCE (PARAMEDIC VISIT)	* Declaration on Company letter head with list of amenities.	* All Available * Any 3 available * Any 2 Available * Any 1 available * None
NEARBY EMERGENCY SERVICES within 1 KM radius - Police Station, Hospital, Fire brigade.	* Declaration on Company letter head .	* All Available * Any 2 Available * Any 1 available * None
ACCESS TO LOCAL TRANSPORTATION/ TRAIN/METRO/BUS/ RICK/ TAXI.- within 2 kms	* Declaration on Company letter head .	* All Available * Any 4 available * Any 3 Available * Any 2 available * Any 1 available * None
VALUE ADDITION - * PREMISE OFFERS BUS SERVICE FROM THE SITE TO THE NEAREST RAILWAY	* Declaration on Company letter head .	<b>Available / Not Available</b>

STATION / METRO STATION /BUS STOPS		
<p>NOTE :-</p> <p>1. If more than one floor offered average will be taken for calculation</p> <p>2. In case two criterias are falling in different categories, against any of the cell than average will be taken as per "Grading Criteria". Eg- Two floors offered with different efficiency levels</p> <p>3.DO NOT MENTION ANY COMMERCIAL DETAIL IN THIS SECTION. ALL COMMERCIAL DETAILS TO BE MENTIONED UNDER Section 10 IN THIS RFP</p>		

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



## 9.2 Annexure E 1 – Premise Details - For Information only

To be put in Envelope 'B'

On the letterhead of bidder

(Do not mention any commercial details)

Date:

Place:

To

MD&CEO  
National Payments Corporation of India,  
1001A, 10th floor, B Wing, The  
Capital,  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

Dear Sir,

**RFP No. : NPCI/2019-20/ADMIN/052 (for Chennai) DATED: - 4<sup>th</sup> November 2019 towards  
RFP FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT CHENNAI**

We herewith enclose the following Technical Specification data sheet for your perusal. In case if any supporting documents are required to support the below claim then we shall provide the same when asked upon by NPCI.

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## 9.3 Annexure F – Legal due Diligence Documents - For Information only

To be put in Envelope 'B'

On the letterhead of bidder

(Do not mention any commercial details)

Date:

Place:

To

MD&CEO

National Payments Corporation of India,  
1001A, 10th floor, B Wing, The  
Capital,  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

Dear Sir,

**RFP No. NPCI/2019-20/ADMIN/052 (for Chennai) DATED: - 4<sup>th</sup> November 2019 . for RFP  
FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT CHENNAI.**

We herewith enclose the following list of documents for your perusal.

1. Sale/purchased /conveyance deed duly registered with the registrar with all description
2. Registered Sale deed for the said premises/building etc. If multiple owners exist then ownership details with percentages is required.
3. Photocopy of approved /sanction layout;
4. Photocopy of last paid house/property tax/ last paid electricity /water bill/ last paid society/condominium charges, if any;
5. Chief Fire Officer and Completion certificate/ Occupation Certificate issued by the concerned authority confirming that structure is constructed as per approved map/plan (for under-construction properties, whichever is applicable)
6. Documents namely Encumbrance Certificate confirming that property is clear and no lien /charge has been created;
7. Elevation drawings of front & side;

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

*(The Bidders shall furnish the above mentioned documents as prescribed above under Envelope B)*

## Section 10 Documents/ forms to be put in Envelope 'C'

(To be included in Commercial Bid Envelope 'C')

### 10.1 Annexure G – Price Format “To be put in Envelope 'C'”

(On Company/firm's Letterhead)

To,

MD&CEO

National Payments Corporation of India,

1001A, 10th floor, B Wing, The Capital

Bandra (E), Mumbai – 400 051.

Sir,

**RFP No. NPCI/2019-20/ADMIN/052 (for Chennai) DATED: - 4<sup>th</sup> November 2019** for RFP  
**FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT CHENNAI**

Dear Sir,

I /We \_\_\_\_\_ (name of Bidder firm) herewith produce our Commercial Proposal for selection of my / our firm / organization for above mentioned work as per terms and conditions of RFP document.

We have read and understood all the terms and conditions mentioned in Request for Proposal (RFP) and agree to abide by them. In confirmation to the terms and conditions mentioned in the RFP, we quote rate as follows on chargeable area basis-

**PART A- for Traditional Lease (Bare shell / Warm shell / With Fit-outs):-**

<b>1) AREA OF PREMISES IN SQ.FT</b>	
A: CARPET AREA*# IN SQ.FT.	
B: EFFICIENCY IN %	
C: CHARGEABLE AREA IN SQ.FT	
D: TOTAL TENURE OFFERED (PREFERABLY 9 YEARS)	
E: FIRST TENURE DURATION (PREFERABLY 3 YEARS)	
F: SECOND TENURE DURATION (PREFERABLY 3 YEARS)	
G: THIRD TENURE DURATION (PREFERABLY 3 YEARS)	
H: LOCK IN PERIOD FOR LESSOR (PREFERABLY 9 YEARS)	
I : LOCK IN PERIOD FOR LESSEE (PREFERABLY 3 YEARS)	
J: NOTICE PERIOD FOR LESSOR (PREFERABLY 3 MONTHS)	
K:NOTICE PERIOD FOR LESSEE (PREFERABLY 9 YEARS)	
<b>2) CALCULATION OF RENTAL RATE PER SQ.FT PER MONTH</b>	<b>CHARGEABLE AREA IN SQ.FT</b>
A) BASE RENTAL RATE PER SQ.FT. PER MONTH	
B) CAM CHARGES PER SQ.FT. PER MONTH	
C) TOTAL RENTAL (FIRST TENURE A+B =C)	
D) ESCALATION IN TOTAL RENTAL RATE PER MONTH (IN PERCENTAGE %) FOR THE SUBSEQUENT SECOND TENURE I) RENT PER SQ. FT. % II) CAM CHARGES PER SQ. FT. %	
E) ESCALATION IN TOTAL RENTAL RATE PER MONTH (IN PERCENTAGE %) FOR THE THIRD TENURE I) RENT PER SQ. FT. % II) CAM CHARGES PER SQ. FT. %	
F) RENT & CAM FREE PERIOD – (UOM: NO OF MONTHS)`	
<b>3) SECURITY DEPOSIT – (UOM: NUMBER OF MONTHLY RENTALS) (THROUGHOUT THE TERM OF THE AGREEMENT)</b>	
<b>4) PARKING OFFERED AND INCLUDED IN THE RENTAL</b> A) NO. OF FOUR WHEELER PARKING B) NO. OF TWO WHEELER PARKING	

1. In Case of Security deposit for the second and third term, differential of rent will be prorated and delta amount will be paid.
2. The running cost of HVAC and DG cost for the area occupied by NPCI shall be borne by NPCI and shall be reimbursed to the Bidder on actual consumption on chargeable area occupied basis or on BTU/ energy meter (HVAC/ DG) installed on offered premises.# built up area or chargeable area = carpet area / % of Efficiency.
3. The above quoted rate are exclusive of taxes
4. Registration and stamp duty, legal charges if any, shall be borne equally by the Bidder and NPCI.
5. Property tax will be paid by Landlord.

This Offer is valid for 180 days from due date of submission of Commercial bid document.

Signature of authorized representative \_\_\_\_\_

Full name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

**Part B – for Co- working space commercials (end to end facility management services, fully furnished office space ready for plug and play):-**

<b>1) AREA OF PREMISES IN SQ.FT</b>	
A: CARPET AREA*# IN SQ.FT.	
B: EFFICIENCY IN %	
C: BUILT UP AREA	
D: TOTAL TENURE OFFERED (PREFERABLY 5 YEARS)	
E: FIRST TENURE DURATION (PREFERABLY 3 YEARS)	
F: SECOND TENURE DURATION (PREFERABLY 2 YEARS)	
G: THIRD TENURE DURATION ( IF APPLICABLE )	
H: LOCK IN PERIOD FOR LESSOR (PREFERABLY 5 YEARS)	
I : LOCK IN PERIOD FOR LESSEE (PREFERABLY 3 YEARS)	
<b>2) CALCULATION OF RENTAL RATE PER SEAT COST PER MONTH</b>	
<b>A. PER SEAT COST</b>	
<b>B. NUMBER OF SEATS OFFERED</b>	
<b>C. ESCALATION IN PER SEAT COST PER MONTH (IN PERCENTAGE %) FOR THE SECOND TENURE</b>	
<b>D. ESCALATION IN PER SEAT COST PER MONTH (IN PERCENTAGE %) FOR THE THIRD TENURE</b>	
<b>E. ANY OTHER COST 2-(IF ANY- NONREFUNDABLE)</b>	
<b>F. RENT FREE PERIOD – (UOM: NO OF MONTHS)</b>	
<b>3) SECURITY DEPOSIT (IF ANY- REFUNDABLE)</b>	
<b>4) ANY OTHER COST 2-(IF ANY- REFUNDABLE)</b>	
<b>5) PARKING OFFERED AND INCLUDED IN THE RENTAL</b>	
C) NO. OF FOUR WHEELER PARKING	
D) NO. OF TWO WHEELER PARKING	

1. In Case of Security deposit for the second and third term, differential of rent will be prorated and delta amount will be paid.
2. The above quoted rate are exclusive of taxes
3. Registration and stamp duty, legal charges if any, shall be borne equally by the Bidder and NPCI.
4. Property tax will be paid by Landlord.
5. NPCI approximate employee count for Chennai location # 302
6. In future if number of seats are increased than additional cost per seat will be as per above quoted rates tenure wise.
7. Provision for minimum of 20% seat expansion within same premise to be provided by Co-sharing space provider.
8. Data back-up for Electronic security services to be provided to NPCI on fixed intervals.
9. Facility Services offered by Co-Sharing to include end to end facility management services -i.e - Physical & Electronic Security / Housekeeping/ Pantry / Stationary / etc.

This Offer is valid for 180 days from due date of submission of Commercial bid document.

Signature of authorized representative \_\_\_\_\_

Full name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)

## 10.2 Annexure H – Commercial Bid form “To be put in Envelope ‘C’”

(To be included in Commercial Bid Envelope ‘C’)

(On the letterhead of the bidder)

### Commercial Bid Form

To,

Date:

MD&CEO  
National Payments Corporation of India,  
1001A, 10<sup>th</sup> floor, B Wing, The Capital  
Bandra (E), Mumbai - 400 051.

Dear Sir,

RFP No. NPCI/2019-20/ADMIN/052 (for CHENNAI) DATED: - 4<sup>th</sup> November 2019 towards  
RFP FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT Chennai.

#### **PART A: For Traditional Lease (Bare shell / Warm shell / With Fit-outs):-**

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the said premises on lease basis for a period of \_\_\_\_\_ years of Lease (**Entire Tenure amount to be quoted**) –

Rs. \_\_\_\_\_ (Rupees in words  
\_\_\_\_\_ include CAM charges (excluding GST).

#### **Part B – for Co- working space commercials (end to end facility management services, fully furnished office space ready for plug and play):-**

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the said premises on rental basis for a period of \_\_\_\_\_ Years in case of Co-sharing premise in conformity with the said Bidding documents for a **rental sum of ( Entire Tenure amount to be quoted) –**

Rs. \_\_\_\_\_ (Rupees in words  
\_\_\_\_\_ for \_\_\_\_\_ number of seats.

For a carpet area of \_\_\_\_\_ Sq.Ft/ built-up area of \_\_\_\_\_ Sq.Ft. such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid document.

We undertake, if our Bid is accepted, to provide the space for the above purpose within the stipulated time schedule.

We agree to abide by the Bid document and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid document 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 / Bid Document.

Dated this..... Day of.....2019.

(Signature)

(Name)

(In the capacity of)

## Section 11 **Annexure I: NON-DISCLOSURE AGREEMENT**

### **FOR SUCCESSFUL BIDDER ONLY**

#### **NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered on this ----- day of -----, 2019 ("**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:

**Purpose - For selection of premises on lease or co-sharing basis at Chennai**

#### **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.

### **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 7: 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 8: NON-WAIVER**

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

#### **Article 9: 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 10: 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 11: NON-ASSIGNMENT**

This Agreement shall not be amended, modified, assigned or transferred by Receiving Party without the prior written consent of Disclosing Party.

#### **Article 12: 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 Ninety (90) 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 13: INTELLECTUAL PROPERTY RIGHTS, Media Disclosure, Publicity and Public Interaction**

- 13.1 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.
- 13.2 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 14: 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 15: 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  
CORPORATION OF INDIA**

**PAYMENTS**

**TYPE COMPANY NAME**

By:

By:

Name:

Name:

Designation:

Designation:

## Annexure J - **INTEGRITY CONTRACT**

This Integrity Contract (hereinafter called the Integrity Contract) is made on \_\_\_\_ day of the month of 2019, between, on the one hand,

**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, The Capital, Bandra-Kurla Complex, Bandra (East) Mumbai-400 051 (Hereinafter called the "COMPANY / Lessee", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_,

Chief Executive Officer (hereinafter called the "BIDDER/Lessor which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the COMPANY proposes to take on lease or co-sharing, the premises being offered by the Lessor and the BIDDER/Lessor is willing to offer/has offered the premises on lease or co-sharing basis to the COMPANY and

WHEREAS the BIDDER is a private company/public company/Government Undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the COMPANY is a not-for-profit incorporated under Section 25 of The Companies Act 1956/ 2013 performing its functions on behalf of COMPANY?

NOW, THEREFORE,

To remove all forms of malpractices by following a system that is fair & transparent during the entire bidding process to be entered into with a view to:

- Enabling BIDDERS to refrain from any malpractice in order to secure the contract by providing assurance to them that their competitors will also refrain from malpractices and the COMPANY will be committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity contract and provide consent as follows:

### **Assurances from the COMPANY**

1.1 The COMPANY undertakes that no official of the COMPANY, connected directly or indirectly with the contract will be involved in totally ethical & transparent practice, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The COMPANY will, during the pre-contract stage, treat all BIDDERS same, and will provide to all BIDDERS the same information and will not provide any such information to

any particular BIDDER which could afford an additional advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the COMPANY will report to the suitable authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the COMPANY with full and verifiable facts and the same is prima facie found to be correct by the COMPANY, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the COMPANY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the COMPANY the proceedings under the contract would not be stalled.

### **3 Assurance from BIDDER**

3.1 The BIDDER promises to take all measures necessary to prevent all malpractices furtherance to secure it and in particular commit itself to the following:

3.2 The BIDDER will not be involved in any kind of unethical practices

3.3 The BIDDER will not form any cartel with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid valuation, contracting and implementation of the contract.

3.7 The BIDDER will not accept any advantage in exchange for any unethical practice, unfair means and illegal activities.

3.8 The BIDDER shall comply with NON Disclosure agreement

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

### **4 Authorizations for Desecrations**

4.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the COMPANY to take all or any one of the following actions, wherever required:

(i) To immediately call off the bid documents without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the COMPANY desires to drop the entire process.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the COMPANY and the COMPANY shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the COMPANY

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the COMPANY, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the COMPANY resulting from such cancellation/rescission and the COMPANY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the COMPANY or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the COMPANY.

(ix) Forfeiture of Performance Bond in case of a decision by the COMPANY to forfeit the same without assigning any reason for imposing sanction for violation of this Contract.

(x) Intimate to the CVC, IBA, RBI, as the COMPANY deemed fit the details of such events for appropriate action by such authorities.

4.2 The COMPANY will be entitled to take all or any of the actions mentioned at para 6.1(i) to(x) of this Contract also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 The decision of the COMPANY to the effect that a breach of the provisions of this Contract has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Contract.

## **5. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Contract or payment of commission, the COMPANY or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **6. Law and Place of Jurisdiction**

This Contract is subject to Indian Law. The place of performance and jurisdiction is the seat of the COMPANY.

## **10. Other Legal Actions**

The actions stipulated in this Integrity contract are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 7. Validity

7.1 The validity of this Integrity contract shall be from date of its signing and extend up to years or the complete execution of the contract to the satisfaction of both the COMPANY and the BIDDER/Lessor, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Contract shall expire after six months from the date of the signing of the contract, with the successful bidder by the COMPANY.

7.2 Should one or several provisions of this contract turn out to be invalid; the remainder of this Contract shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

8. The parties hereby sign this Integrity contract at \_\_\_\_ on \_\_\_\_\_

For COMPANY

for BIDDER

Authorized Signatory

Name of the Officer CHIEF EXECUTIVE OFFICER

National Payments Corporation of India

Co. Name of the BIDDER in full

Witness

Witness

1.

1.

2.

2.

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the COMPANY in regard to involvement of Indian agents of foreign suppliers.

(Note: This agreement will require stamp duty as applicable in the State where it is executed)