



Request for Proposal for Selection of Liaisoning Consultant (LC) to acquire various End- to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai

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RFP Reference No: NPCI/RFP/2018-19/IT/20 dated 05 .04.2019  
National Payments Corporation of India  
Unit no. 202, 2nd floor,  
Raheja Titanium, CTS No. 201,  
Western Express Highway,  
Goregaon East, Mumbai 400 063  
Email- [itprocurement@npci.org.in](mailto:itprocurement@npci.org.in)  
Website: [www.npci.org.in](http://www.npci.org.in)

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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

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

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**CHECKLIST**

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

1. Demand Draft / Pay Order Rs.1,180/- (Rupees One Thousand One Hundred and Eighty Only inclusive of GST@18%) towards cost of Bid document in Envelope 'A'
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 10,000/- (Rupees Ten Thousand Only) towards Bid Security in Envelope 'A' - Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope 'A' - Eligibility Criteria Response.
5. Envelope 'B' - Technical Response.
6. Envelope 'C' - Commercial Bid.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope - 'A'.
9. Prices are quoted in Indian Rupees (INR).
10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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**ACRONYMS**

The following acronyms defined in this RFP are as under

LC	Liaisoning Consultant
BG	Bank Guarantee
CDC	Captive Data Center
CoA	Council of Architecture
DC	Data Center
EB	Electricity Board
EMD	Earnest Money Deposit
KL	Kilo Litre
KVA	Kilo Volt Ampere
MVA	Mega Volt Ampere
NPCI	National Payments Corporation of India
OLA	Operational Level Agreement
PBG	Performance Bank Guarantee
RFP	Request for Proposal
SFT	Square Feet
SLA	Service Level Agreement
SOW	Scope of Work

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**Section 1 - Bid Schedule and Address**

S.No.	Description	
1	Name of the Project	Request for Proposal for Selection of Liaisoning Consultant to Acquire various End-to-End Statutory Permissions for Construction of Captive Data Center (CDC) in Chennai.
2	Tender Reference Number	RFP Reference No: NPCI/RFP/2018-19/IT/20 dated 05.04.2019
3	Last date of receiving vendor Pre-bid clarifications in writing	11 <sup>th</sup> April 2019, 15:00 hrs.
4	Date and Time for Pre-bid Meeting	15 <sup>th</sup> April 2019, 15:00 hrs.
5	Last date and time for Bid Submission	22 <sup>nd</sup> April 2019, 15:00 hrs.
6	Address and Place of Bid Submission	IT- Procurement National Payments Corporation of India C/o Reliance Communications IDC, Plot No.20, Survey No.64,Opp.Tech Mahindra, Hi-tec City, Madhapur, Hyderabad - 500081
7	Date and Time of Eligibility & Technical bid Opening	22 <sup>nd</sup> April 2019, 15:30 hrs.
8	Date and Time of Commercial Bid Opening	Will be informed to the Bidders who qualify in the Technical Bid.
9	Name and Address for Communication	IT- Procurement National Payments Corporation of India C/o Reliance Communications IDC, Plot No.20, Survey No.64,Opp.Tech Mahindra, Hi-tec City, Madhapur, Hyderabad - 500081
10	Bid Related Queries	Arulraj Somasundaram Contact :+91 9908011905 Email id: arulraj.somasundaram@npci.org.in Prashant Awale Contact :+91 8108108650 Email id: prashant.awale@npci.org.in Charles.D Contact :+91 9849990809 Email Id: <a href="mailto:Charles.d@npci.org.in">Charles.d@npci.org.in</a>
11	Bid cost	₹ 1,180/- (Rupees One Thousand One Hundred and Eighty Only inclusive of GST@18%)
12	Bid Security	₹ 10,000/- (Rupees Ten Thousand Only)

**Note:**

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Date and Time of Commercial Bid Opening will be intimated later.



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**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**

National Payments Corporation of India proposes to appoint LIAISONING CONSULTANT (LC) to acquire various End-to-End Statutory permissions for construction of its own Rated 4/Tier IV Captive Data Center on approximately 3.07 acres of land with a minimum built up area of 1.2 Lac sq.ft (+/-25% variance) at Siruseri, SIPCOT IT Park, Chennai.

The Successful bidder will be responsible for providing end to end Liaisoning Consultant services including but not limited to all permissions required for the development of Captive Data Center building from various authorities in Tamilnadu.

**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 the following Address.

**National Payments Corporation of India.**

**C/o Reliance Communications IDC,**

**Plot No.20, Survey No.64, Opp.Tech Mahindra,**

**Hitec City, Madhapur, Hyderabad - 500081**

Along with non-refundable amount of ₹ 1,180.00 (Rupees One Thousand One Hundred Eighty Only inclusive of GST@18%) in envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favouring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai.

**2.4 Due Diligence**

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

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

**2.5 Ownership of this RFP**

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

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**Section 3 - Scope of Work**

**3.1 Infrastructural Brief**

The scope of work for consultancy services is broadly enumerated below. All Regulatory approvals required during Project feasibility/Pre sanction stage, During Construction stage & Post construction stage are to be covered.

**Project Brief (Proposed)**

Plot Size	3.07 acres
Built up Area	1,20,000 sq.ft (+/-25% variance)
No of floors	G+3
Floor Plate	30,000 Sft
Total Height of the Building	More than 15 & Less than 30 meters
Apprx. Electricity Demand	3 mVA - 5 mVA, 1 Dedicated & 1 Distributed feeder
Transformer	2.5 mVA*2 nos
Diesel Generator	2.5 mVA*2 nos
HSD UG Tank	20 kL*2 nos
Lift	1 Passenger & 1 Freight lift

The High Level scope of work is as given hereunder. The bidder is expected to list detailed activities based on the below scope and the deliverables thereof in **Annexure F**.

**1. Technical feasibility study:**

1. Advise submission of drawing details, as per CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities for development control rules for technical IT building with respect to basic drawings given by NPCI Project Architect etc.
2. Submission of drawings to Fire department for obtaining Provisional Fire NOC (before construction)
3. Submission of drawings to Airport Authority for obtaining NOC/Clearance.
4. Coordination & Obtaining Environmental Impact Assessment (EIA) Clearance.
5. Submission of drawings & obtaining sanction - CMDA / GCC / Authorities Concerned / DTCP/ Town Panchayat/ Local authorities for Building plan / layout approval.
6. Coordination & Obtaining letter of commencement from CMDA / GCC / Authorities Concerned / DTCP/ Town Panchayat / Local authorities.
7. Coordination & Organizing CMDA / GCC / Authorities Concerned / DTCP/ Town Panchayat / Local authorities for concerned site visit for checking & approvals e.g. Plinth checking, part completion / completion etc.
8. Coordination and getting final fire NOC.
9. Coordination and getting final building completion certificate.
10. Coordination with Revenue department if required.
11. Coordination & Obtaining occupancy certificate from competent authority.
12. Coordination & Obtaining approval from Pollution Control Board-Consent for Establish, Consent for Operate.
13. Coordination with SIPCOT/TIDCO for any clearance / legal document
14. Coordination & Obtaining Non Agricultural Land Assessment Certificate (NALA) from Competent Authority (R.D.O. of Concerned Area) if required.
15. Coordination & Obtaining Regulatory approvals for sewage treatment plant (STP) & water treatment plant.
16. Coordination & Applying for temporary power connection (permanent power connection excluded, however feasibility study for permanent power need to be explored by the Liaisoning Consultant., obtain all statutory

approvals related to temporary power connection, Coordinate & arrange Inspection of electricity board officials. Provide required inputs to NPCI.

17. If required by SEB, net metering facility to be provided and NOC/Permissions for operating the system shall be obtained from the Authorities.
18. Any other approvals apart from the above but to have end to end approvals.

All required hard copies of drawings & documents for statutory approval application submission will be in scope of Liaisoning Consultant. NPCI will not arrange for any hard copies.

### **3.2 Single Point of Contact**

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

#### **Section 4 - Instruction to Bidders**

##### **4.1 Eligibility Criteria**

The Eligibility Criteria is furnished below:

The invitation to bid is open to all Bidders who qualify the eligibility criteria as given below. Failure to provide the desired information and documents may lead to disqualification of the bidder.

Participation in bid by forming consortium and/or sub-contracting of any part of the scope of work is not permitted.

1. The bidder should be a Company registered under The Companies Act, 1956 / The Companies Act 2013 (as applicable) or a Limited Liability Partnerships (LLP) registered under The Limited Liability Partnership Act, 2008 / Limited Liability Partnerships Act, 2012 (as applicable) or Proprietorship firm registered since the last three years.
2. The bidder should have registered with local Municipal Corporation(s) and/or his employee/associate should be registered as Architect/Structural Consultant with authorities concerned.
3. The Bidders should have successfully completed two Liaisoning services in last 5 years as on date of submission of bid in obtaining building plan approval, occupancy certificate and other approvals associated with construction of Institutional Buildings/Commercial/IT/ ITES/SEZ/Tech Parks project in and around Telangana/Andhra Pradesh /Tamil Nadu States & its local Municipal/Corporation bodies.
4. The Bidder should not be currently blacklisted by any Bank/institute in India or abroad.

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**Section 5 - Instruction to Bidders**

**A. The Bidding Document**

**5.1 RFP**

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

**Definition**

Unless the context otherwise requires, the following terms whenever used in this contract will have the following meanings:

- 1) "NPCI" or "Client" means National Payments Corporation of India or its authorized representative.
- 2) "LC" shall mean LIAISONING CONSULTANT
- 3) "The Architect" means the Architectural Consultants/Partners of Liaisoning Consultant who is entrusted with the architectural services of the Project by Liaisoning Consultant.
- 4) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- 5) "Liaisoning Services" means the work to be performed by the Bidder pursuant to this contract.
- 6) "Site" means the property belonging to the NPCI for which the Services will need to be performed.
- 7) Liaisoning Consultant, Bidder is used to mean the same.

**5.2 Cost of Bidding**

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

**5.3 Content of Bidding Document**

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

**5.4 Clarifications of Bidding Documents and Pre-bid Meeting**

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

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

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

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

### 5.5 Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
2. Amendments will be provided in the form of addenda to the Bidding Documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its sole and absolute discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NPCI's website.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

### B. Preparation of Bid

#### 5.6 Bid Price

Prices would be exclusive of all taxes. The bidder shall meet the requirements of the applicable Goods & Services Tax (GST).

#### 5.7 Earnest Money Deposit (EMD)

The Bidder is required to deposit ₹10,000/- (Rupees Ten Thousand Only) in the form of a Demand Draft / Pay order in favor of "National Payments Corporation of India" payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2.

No interest will be paid on the EMD.

#### 5.8 Return of EMD

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

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

#### 5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of acceptance of the Purchase Order. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

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**5.10 Period of Validity of Bids**

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

**5.11 Extension of Period of Validity**

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

**5.12 Format of Bid**

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy) of the Technical Bid only. In case of any discrepancy between them, the original shall govern.

The commercial bid will be submitted as hard copy only.

**5.13 Signing of Bid**

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

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

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

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

**C. Submission of Bid**

**5.14 Envelope bidding process**

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

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as **“Request for Proposal for Selection of LIAISONING CONSULTANT (LC) to acquire various End- to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai.”**

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

The inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the bids misplacement or premature opening.

**5.15 Contents of the 3 Envelopes**

**Envelope A - Eligibility Bid**

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

- 1 Bid cost in the form of Demand draft/Pay order
- 2 Bidder's Letter for EMD - Annexure A1



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- 3 Bid Earnest Money in the form of Demand Draft/Pay order **OR** in the form of Bank Guarantee - format provided in - Annexure A2
- 4 Bid Offer form (without price) - Annexure B
- 5 Bidder Information - Annexure C
- 6 Declaration of Clean Track Record by Bidder - Annexure D
- 7 Declaration for Acceptance of RFP Terms and Conditions - Annexure E
- 8 Declaration of Acceptance of Scope of Work - Annexure F
- 9 Power of Attorney for signing of bid - Annexure G
- 10 Eligibility Criteria Compliance - Annexure H
- 11 RFP document duly sealed and signed
- 12 All necessary supporting documents as per Annexures

**Envelope B - Technical Bid**

The following documents shall be inserted inside Envelope B:

- 1 Recent Projects (Ongoing and/or Completed) - Annexure I
- 2 Resource Deployment - Annexure J
- 3 Presentation and Methodology
- 4 Scope of work : Compliance - Annexure -K
- 5 Masked price bid (Annexure L & Annexure M)

Technical Bid envelope shall not include any financial information. If the Technical Bid contains any financial information the entire bid will be rejected.

**Envelope C - Commercial Bid**

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

**5.16 Bid Submission**

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

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

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

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

**5.17 Bid Currency**

All prices shall be expressed in Indian Rupees only.

**5.18 Bid Language**

The bid shall be in English Language.

**5.19 Rejection of Bid**

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

- a) Does not bear signature of authorized person.
- b) Is received through Fax / E-mail.

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- c) Is received after expiry of the due date and time stipulated for Bid submission.
- d) Is incomplete / incorrect.
- e) Does not include requisite documents.
- f) Is Conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.

No bid shall be rejected at the time of bid opening including extensions, if any, except for late bids and those that do not conform to bidding terms.

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

The last date of submission of bids is given in Section 1. However the last date of submission may be amended by NPCI and shall be notified through its website.

#### **5.21 Extension of Deadline for submission of Bid**

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

#### **5.22 Late Bid**

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

#### **5.23 Modifications and Withdrawal of Bids**

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

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

#### **5.24 Right to Reject, Accept/Cancel the bid**

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

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

#### **5.25 RFP Abandonment**

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

#### **5.26 Bid Evaluation Process**

The Bid Evaluation will be carried out in 2 stages:

**Stage 1 - Envelope 'A'** i.e. Eligibility bid and **Envelope 'B'** i.e. Technical bid will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

**Stage 2 - Envelope 'C'** of those Bidders who qualify the eligibility and technical criteria will be evaluated further for lowest bidder in the commercial.

#### **5.27 Single Bid**

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI may continue with the RFP process.

**5.28 Contacting NPCI**

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

## **Section 6 - Bid Opening**

### **6.1 Opening of Bids**

Bids will be opened in 2 stages:

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

**Stage 2** - In the second stage the commercial bid i.e. Envelope 'C' will be opened. Only the technically qualified Bidders bids will be opened.

### **6.2 Opening of Eligibility and Technical Bids**

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

The representatives of the Bidders would be required 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 or its representative is not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

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

### **6.3 Opening of Envelope C - Commercial Bids**

1. Only shortlisted bids that are technically qualified will be eligible for opening of the Commercial bid i.e. Envelope 'C' and will be intimated the date, time and address for opening of Commercial bid.
2. The Commercial bids will be opened in the presence of Bidders or Bidder's representative(s) who choose to be present on the date, time and address, which will be intimated to the eligible Bidders. Only one representative will be allowed to represent each Bidder. In case the Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the NPCI.
3. The Bidders or Bidder's representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NPCI, the bids shall be opened at the appointed time and place on next working day.

## **Section 7 - Bid Evaluation**

### **7.1 Preliminary Examination of Eligibility Bids**

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

Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.

NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder. If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NPCI's determination of bid responsiveness will be based on the content of the bid itself. NPCI may interact with the Customer references submitted by Bidder, if required.

### **7.2 Examination of Technical Bids**

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

In preparing the Technical Proposal, the Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

The technical proposal should clearly demonstrate the Bidders understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the RFP. While preparing the Technical Proposal, the Bidders must give particular attention to the following:

#### **Recent Ongoing/Completed Assignments**

- (I) A brief description of the Bidder's organization and an outline of recent experience on completed and/or ongoing assignments.
- (II) At least one similar project value costing more than INR 6 Crore OR Two (2) similar projects costing more than INR 3 Crores each OR Three (3) similar projects costing more than INR 2 Crores each, all in the last five (5) financial years ending previous day of last date of submission of tender. (Project of Institutional Buildings/Commercial/IT/ITES/SEZ/Tech Parks/Data Center Building will be given preference although institute building or campus development project will also be considered). Client reference on client letter is preferable to ascertain the job undertaken. Alternatively self-certification can be submitted on Bidder's letterhead and signed by authorized signatory as per format provided.
- (III) The projects should have been completed and/or ongoing during the last five financial years - 2013-14, 2014-15, 2015-2016, 2016-17 & 2017-18.

#### **Presentation and Work Methodology:**

The Bidder firm should be able to demonstrate its capability to bring the contract to a satisfactory conclusion by describing the methodology of approach to accomplish the project's required outcome. The shortlisted Bidders shall be invited to deliver a presentation (15 mins presentation + 10 mins for Q&A) on the capability and shall include the following information:

- Organization structure
- Bidder team qualifications & team strength
- Bidder financial strength
- Reporting and recording system proposed for the work at the execution stage.

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- Bidder own quality work plan (stage wise).
- Billing plan
- Projects completed/ongoing of similar size and nature.
- Any other information required to be shared with NPCI.

Date and time of the presentation shall be intimated to all shortlisted Bidders.

**The Technical Proposal shall not include any financial information.**

Refer to Section 5.15 for further details for contents in Envelope A (Eligibility Criteria), Envelope B (Technical Criteria) and Envelope C (Commercial Criteria).

a) Compliance to Technical Specifications as specified in the RFP.

b) NPCI reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.

c) Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.

d) Submission of duly signed compliance statement as stipulated in Annexures. Details are to be enclosed.

e) To assist in the examination, evaluation and comparison of bids, NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

f) NPCI may interact with the Customer references submitted by bidder, if required.

g) NPCI reserves the right to shortlist Bidders based on technical evaluation criteria.

Consultants shall be selected based on Quality and Cost. The firm obtaining the highest total score shall be the successful evaluated bidder.

### 7.3 Technical Scoring Matrix

Bidder needs to provide relevant supporting documents for evaluation of all parameters indicated in the table below:

TECHNICAL SCORING MATRIX		
Sr. No.	Criterion	Marks Allotted
A	Recent Projects Executed (Ongoing/Completed)	40
A1	Overall projects executed in the capacity of LC (reference parameters: Name of the project, overall project cost, size in sq.ft, land area)	
A2	No. of Data Center projects/Institutional Buildings/Commercial/IT/ITES/SEZ/Tech Parks project	
A3	Reference Site and contact details (reference parameters: letter from client for completed projects and/or ongoing projects, contact information) Alternatively self- certified letter mentioning the details of the project can also be furnished as per the format provided on bidder's letterhead and signed by an authorized signatory.	

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<b>B</b>	<b>COMPANY STRENGTH</b>	<b>40</b>
B1	No. of Architects registered under Council of Architecture (permanent/contract), total years of experience, past projects handled, key positions held	
B2	No. of Structural Engineers registered with Local Municipal/Corporation	
B3	Qualification of the key resources	
<b>C</b>	<b>PRESENTATION &amp; WORK PLAN</b>	<b>20</b>
C1	Proposed approach, methodology, work plan and project tools in PPT	
<b>D</b>	<b>TOTAL (D = A + B + C)</b>	<b>100</b>

The Bidders shall be called for presentation to determine the scoring of above mentioned parameters.

Minimum criteria for Technical qualification will be 70%.

Evaluation process:

$T1 = \text{Bidder's Technical Score} / \text{Max (Bidder's Technical Score1...n)} \times 80$

7.4 Commercial Evaluation process

The weightage for cost shall be 20%.

$C1 = \text{Min (Bidder's Commercial1...n)} / \text{Bidder Commercial} \times 20$

Successful bidder is the one who would get highest score of (T1 + C1).

In case of tie amongst the Bidders, the bidder with highest technical score will be declared as the L1 bidder.

The successful bidder shall be identified through Techno Commercial evaluation as stated in Clause 7

**Note:**

1. Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, zero (0) marks may be assigned to that parameter/factor.
2. NPCI reserves absolute right to discretion in case of any doubt regarding any evaluation criteria and the award of marks therein.
3. Maximum of top three Bidders who score 70 marks and above in the Technical Evaluation criteria will be declared as Technically Qualified. In case the three Bidders do not score 70 marks and above then the Total Score of qualifying marks shall be reduced by 10 marks. The Commercial bids of only the Technically Qualified Bidders will be opened for establishing the L1 bidder. In order to assist in the examination, evaluation and comparison of Bids, NPCI may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. However, while giving a clarification, a Bidder may offer a higher scope of work without any impact on Commercial Bid to be opened subsequently. NPCI may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Normalization of Technical Evaluation criteria scores will not be carried out. Total score evaluated and arrived for each bidder from the Technical evaluation criteria bid will be considered.

## **Section 8 - Terms and Conditions**

### **8.1 Notification of Award / Purchase Order**

After selection of the L1 bidder, as given in Clause 7.4, and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award / Purchase Order to the selected Bidder.

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

### **8.2 Term of the Order**

The term of the Notification of Award/Purchase Order shall be for a period of Two (2) years and till Occupancy Certificate is obtained wherein the price of the deliverables as specified in the RFP would be at a fixed rate.

### **8.3 Acceptance Procedure**

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

### **8.4 Performance Bank Guarantee**

The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 2 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder is not in a position to submit the PBG for any reason, the successful bidder has to submit a Demand Draft drawn in favor of NPCI for equivalent amount or electronically transfer equivalent amount for credit in NPCI's account. Details of the NPCI's bank account will be furnished on request.

### **8.5 Taxes and Duties**

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

Prices shall be exclusive of all taxes. The bidder shall meet the requirements of applicable Goods & Services Tax (GST).

### **8.6 Delivery schedule**

Delivery Schedule - 2 years and till occupancy certificate is obtained.

### **8.7 Delivery Address:**

Services shall be delivered at the following address

National Payments Corporation of India  
Plot No.6/D-6, SIPCOT IT Park,  
Siruseri, Thiruporur Taluk,  
Kanchipuram Dist. - 603103, Tamilnadu.

### **8.8 Penalty for Default in Delivery**

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

- Non Delivery of above at NPCI - at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%



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- In case the delay exceeds 10 days beyond the stipulated delivery period of RFP, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI
- Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.

NPCI will treat the delay period by considering the date of all the documents given to LC as requested and the difference period for which the LC has kept the documents idle without submitting those documents to the authority concerned.

#### 8.9 Prices

Price shall remain fixed for a period of Two (2) years and till Occupancy Certificate from the date of Notification of award / 1st Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

#### 8.10 Payment Terms

Payment shall be made on the completion of each activity as given in the table below considering the prices quoted for each activity in the **Annexure M - Commercial Bid: PRICE FOR SCHEDULE OF ACTIVITIES**.

S No	SCHEDULE OF ACTIVITIES
1	Advise submission of drawing details, as per CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities for development control rules for technical IT building with respect to basic drawings given by NPCI Project Architect etc.
2	Submission of drawings to Fire department for obtaining Provisional Fire NOC (before construction)
3	Submission of drawings to Airport Authority for obtaining NOC/Clearance.
4	Coordination & Obtaining Environmental Impact Assessment (EIA) Clearance.
5	Submission of drawings & obtaining sanction - CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities for Building plan/layout approval.
6	Coordination & Obtaining letter of commencement from CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities.
7	Coordination & Organizing CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities for concerned site visit for checking & approvals e.g. Plinth checking, part completion / completion etc.
8	Coordination and getting final fire NOC
9	Coordination and getting final building completion certificate.
10	Coordination with Revenue department if required.
11	Coordination & Obtaining occupancy certificate from competent authority.
12	Coordination & Obtaining approval from Pollution Control Board-Consent for Establish, Consent for Operate.
13	Coordination with SIPCOT/TIDCO for any clearance / legal document
14	Coordination & Obtaining Non Agricultural Land Assessment Certificate (NALA) from Competent Authority (R.D.O. of Concerned Area) if required.
15	Coordination & Obtaining Regulatory approvals for sewage treatment plant (STP) & water treatment plant.
16	Coordination & Applying for temporary power connection (permanent power connection excluded, however feasibility study for permanent power need to be explored by the Liaisoning Consultant., obtain all statutory approvals related to temporary power connection, Coordinate & arrange Inspection of electricity board officials. Provide required inputs to NPCI.
17	If required by SEB, net metering facility to be provided and NOC/Permissions for operating the system shall be obtained from the Authorities.
18	Any other approvals but not limited to the above to obtain all end to end approvals for the whole project

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Payment shall be made within 30 days of submission of acceptance of invoice along with all necessary supporting for payment processing and the same shall be subject to tax deductions at prevailing rates.

#### **8.11 Confidentiality**

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the **Annexure N: NON-DISCLOSURE AGREEMENT** hereof on stamp value of Rs. 600/-.

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

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

The terms of this clause shall continue in full force and effect for a period of five (5) years from the date of disclosure of such Confidential Information.

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

#### **8.12 Indemnity**

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

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.

#### **8.13 Bidder's Liability**

The selected Bidder will be liable for all the deliverables.

The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/purchase order.

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

#### **8.14 Obligations of the Bidder**

**Standard of Performance:** The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this Contract

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or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with third parties.

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

**Accounting, Inspection and Auditing:** The Bidder shall keep accurate and systematic account and record in respect of the services to be rendered, with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and periodically permit NPCI or its designated representative up to two years from the expiration or termination of the contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by NPCI.

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

### **8.15 Exit option and contract re-negotiation**

- a) NPCI reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause 8.16 herein under
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at NPCI's locations.
- c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the Bidders prior to expiry of time for awarding the final bid / the contract. The Bidder should perform a reverse transition mechanism to NPCI or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / vendor nominated by NPCI. Where NPCI elects to transfer the responsibility for service delivery to a number of vendors, NPCI will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- d) **Knowledge Transfer:** The Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the Deliverables under this RFP/Purchase Order/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services.
- e) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- f) NPCI and the successful bidder shall together prepare the Reverse Transition Plan. However, NPCI shall have the sole decision to ascertain whether such Plan has been complied with.
- g) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/Purchase Order/contract it would extend all necessary support to NPCI or its selected vendors as would be required

### **8.16 Extension of Contract**

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP or subsequent Purchase Order / Contract, as shall be entered by NPCI with the Bidder, to the satisfaction of and as decided by the NPCI up to a period of Two (2) years and till the occupancy Certificate is obtained (completion period) reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 months period on the same rates and terms & conditions of the Contract. NPCI has right to alter (increase or decrease) the number of resources. NPCI has right to place repeat order to the bidder for any resources mentioned in the Contract. The contract shall be co-terminus with the Purchase orders issued unless extended by NPCI.

#### **8.17 Order Cancellation**

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

- i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- ii. Serious discrepancy in the quality of service expected.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

In case of order cancellation, any payments made by NPCI to the Bidder for the particular service would necessarily have to be returned to NPCI with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.

#### **8.18 Termination of Purchase Order/Contract**

**For Convenience:** NPCI, by written notice sent to Bidder, may terminate the Purchase Order/ contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. NPCI shall consider request of the bidder for pro-rata payment till the date of termination.

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

**For Non-Performance:** NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).

#### **8.19 Effect of Termination**

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favorable terms than those contained in this RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to NPCI.
- NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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- NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies NPCI may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtains discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

#### **8.20 Force Majeure**

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

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

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

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

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

#### **8.21 Resolution of Disputes**

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

NPCI and the successful Bidder shall make every effort to resolve amicably by direct informal negotiation; any disagreement or dispute arising between them under or in connection with this RFP.

If, however, NPCI and successful Bidder are not able to resolve them, following dispute resolution mechanism shall be applied:

1. In case of Dispute or difference arising between NPCI and the successful Bidder relating to any matter arising out of or connected with this RFP, such disputes or difference shall be settled in accordance with

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the successful Bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the successful Bidder.

2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of Arbitrators shall be final and binding upon NPCI and Successful Bidder. The cost and expenses of Arbitration proceedings will be paid as determined by mutual chosen third Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
4. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual consent between the parties.
5. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

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

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

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

#### **8.23 Legal Compliances**

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

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

#### **8.24 Compliance of Labour and other Law**

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NPCI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or

their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI /officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

#### **8.25 Intellectual Property Rights**

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

#### **8.26 Statutory Compliance**

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

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

#### **8.27 Applicable Law and Jurisdiction**

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

#### **8.28 Solicitation of Employees**

Both NPCI & successful Bidder the Parties should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties should agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge to directly or indirectly solicit of this contract for

employing the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

**8.29 No Damage of NPCI Property**

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

**8.30 Fraudulent and Corrupt Practice**

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or a NPCI official in the process of project execution. NPCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project.

**8.31 Governing Language**

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

**8.32 Addresses for Notices**

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

Managing Director& CEO

**National Payments Corporation of India**

1001A, B wing 10th Floor,

‘The Capital’, Bandra-Kurla Complex,

Bandra (East), Mumbai - 400 051

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



**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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**Section 9 - Documents forms to be put in Envelope 'A'  
Annexure A1 - Bidder's Letter for EMD**

To

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

**Subject: RFP # NPCI/RFP/2018-19/IT/20 dated 05.04.2019 for "Request for Proposal for Selection of LIAISONING CONSULTANT (LC) to acquire various End- to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai".**

We have enclosed an EMD in the form of a Demand Draft No.\_\_\_\_ issued by the branch of the \_\_\_\_\_Bank, for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). This EMD is as required by clause 5.7 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:

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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**Annexure A2 - Bid Security (Bank Guarantee)**

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

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

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

**BANK GUARANTEE No.:** \_\_\_\_\_

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

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

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs. \_\_\_\_\_/- (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 document; 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]

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

**Annexure A3 - Bid Security**

**(PERFORMANCE BANK GUARANTEE FORMAT)**

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

1001A, B wing 10th Floor,

'The Capital', Bandra-Kurla Complex,

Bandra (East), Mumbai - 400 051

Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. -- ----- (Amount in figures and words).

This bank guarantee is valid upto -----.

The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within twelve months from the date of the expiry of the validity period of this Bank Guarantee.

Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.

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

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

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

{Signature of the Authorized representatives of the Bank}

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

**Annexure B - Bid Offer Form (without Price)**

(Bidder's Letter Head)

**OFFER LETTER**

Date:

To

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

Dear Sir,

**Subject: RFP # NPCI/RFP/2018-19/IT/20 dated 05.04.2019 for "Request for Proposal for Selection of LIAISONING CONSULTANT (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in 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.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify / blacklist us and forfeit bid security.

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

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favor of “National Payments Corporation of India” or Bank Guarantee valid for \_\_\_\_days for an amount of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

**Annexure C - Bidder Information**

(Bidder's Letter Head)

Details of the Bidder		
1	Name of the Bidder	
2	Address of the Bidder	
3	Constitution of the Company (Public Ltd/ Pvt Ltd)	
4	Details of Incorporation of the Company.	Date: Ref#
5	Permanent Account Number (PAN)	
6	Goods & Services Tax (GST) Registration Numbers (Where GST is not applicable declaration to be provided)- GSTIN Number	
7	HSN Number	
8	City	
9	State	
10	Pin Code / State Code	
11	Name & Designation of the contact person to whom all references shall be made regarding this tender	
12	Telephone No. (Cell # and Landline # with STD Code)	
13	E-Mail of the contact person:	
14	Fax No. (with STD Code)	
15	Website	
16	Proof of Formation of entity ( Certificate of Incorporation/Partnership Deed/Trust Deed/Cooperation Registration Certificate)	
17	MSMED Certification Declaration of Non-Applicability	
18	List of Shareholders/Partners/Trustees/Proprietor/Owner of the business entity/In case of start-up, details of the venture capitalist, Angel Investor, Lenders must be provided	
19	List of Directors/Key Management Personnel	
20	Copy of PF ,PF and ESIC registration	

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

Details of the Bidder				
21	Copy of cancelled Cheque			
22	Bank Details (Certified by Bank)			
23	In case of change of name/merger /demerger etc - Revised Certificate of Incorporation/Formation/High Court order(merger/de-merger) to be provided			
24	For Foreign/NRI Third Party- PE certificate and Tax Residency certificate is required			
25	Related Party Disclosure/Undertaking			
Financial Details (as per audited Balance Sheets) (in Cr)				
26	Year	2015-16	2016-17	2017-18
27	Net worth			
28	Turn Over			
29	PAT			

**NOTE:** Sr. No. 16 to Sr. No. 25: Documents need to be attached wherever applicable.

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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

(Bidder's Letter Head)

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **"Request for Proposal for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai"**, RFP # NPCI/RFP/2018-19/IT/20 dated **05.04.2019**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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**Annexure E - Declaration for Acceptance of RFP Terms and Conditions**

(Bidder's Letter Head)

To

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **"Request for Proposal for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai"**, RFP # NPCI/RFP/2018-19/IT/20 dated **05.04.2019**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

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

Annexure F - Declaration for Acceptance of Scope of Work

(Bidder's Letter Head)

To

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

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **"Request for Proposal for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai"**, RFP # NPCI/RFP/2018-19/IT/20 dated **05.04.2019**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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**Annexure G - Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **“Request for Proposal for Selection of LIAISONING CONSULTANT (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai ”, RFP # NPCI/RFP/2018-19/IT/20 dated 05.04.2019.** In response to the RFP by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

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

**(Signature)**

(Name Designation and Address)

**Accepted**

**(Signature)**

(Name Designation)

Date:

Business Address:

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

**Annexure H - Eligibility Criteria Compliance**

(Bidder's Letter Head)

Sr.No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1	The Bidder should be a Company registered under The Companies Act, 1956/ The Companies Act 2013 (as applicable) or a Limited Liability Partnerships (LLP) registered under The Limited Liability Partnership Act, 2008/ Limited Liability Partnerships Act, 2012 (as applicable) or Proprietorship firm registered since the last three years.		1) Valid Certificate of Registration/ incorporation/ partnership deed etc.  2) Pan card of company  3) GST/ TIN details and copy of certificate.
2	The bidder should have registered with local Municipal Corporation(s) and/or his employee/associate should be registered as Architect/Structural Consultant with authorities concerned.		Certificate/License issued by local Municipal Corporation(s)/Certificate/License from local Architectural Councils
3	The Bidders should have successfully completed two Liaisoning services in last 5 years as on date of submission of bid in obtaining building plan approval, occupancy certificate and other approvals associated with construction of Institutional Buildings/Commercial/IT/ ITES/SEZ/Tech Parks project in and around Telangana/Andhra Pradesh /Tamil Nadu States & its local Municipal/Corporation bodies.		Work orders/ Purchase Orders/ Letter from Client for completed projects. Alternatively self-certified letter mentioning the details of the project needs to be furnished as per the format provided on Bidder's letterhead and signed by an authorized signatory.
4	The Bidder should not be currently blacklisted by any Bank/institute in India or abroad		Self-Declaration as per Annexure D on company letter head

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

**Section 10 - Documents to be put in Envelope 'B'**

(Bidder's Letter Head)

**Annexure I - Recent Projects (Ongoing and/or Completed)**

Project Name	
Location: (Within India)	
Built Up area in sq.ft/ Floor plate/ No or floors/ Purpose	
Type of Project (IT Park/ ITES building/ Data Center etc.)	
Status of the Project - (Ongoing/ Completed)	
No of Professional Staff / Month : Duration of Assignment	
Start Date of the project (dd/mm/yy)	
End Date of the project if completed/ tentative date if ongoing	
Value of the Project in INR (Cr)	
Value of the LC services rendered in INR	
Name of Senior Staff from the Bidder (Project Director/Coordinator, Team Leader) involved and functions performed :	
Narrative Description of Project:	
Name of the Client	
Address of the Client	
Contact information of the client	
Name:	
Designation	
Email address	
Cell Nos	

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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Note:

1. Attached separate sheet for each work if required. (If LC of Data Center Building has been carried out then mention the number of racks, size of IT Load, rack density, white and grey space and other technical details to understand the size of the project under Narrative Description of the Project).
2. Client Reference is preferred and to be enclosed on the client letter head along with details of the project, name of Project Leader/ Manager managing the project and the scope of work carried out by the Bidder. Alternatively self- certified letter mentioning the details of the project can also be furnished as per the format provided on bidder's letterhead and signed by an authorized signatory.
3. Work Order/ Purchase Order to be enclosed.

I hereby confirm that the above statement is correct to the best of my knowledge.

Name, Designation and Signature/ Stamp:

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

**Annexure J - Resource Deployment**  
(Bidder's Letter Head)

In this Annexure bidder is required to provide the Profiles of the team member who would be part of this project. Bidder to use the following template to provide profile details:

<b>Proposed position</b>	<Bidder to mention the person's role in this project>	
<b>Name of Staff</b>		
<b>Education Qualification</b>		
<b>Membership of Professional Associations &amp; certification</b>		
<b>Total years of work Experience</b>		
<b>Area of Liaisoning Consultancy Services</b>		
<b>Details of the Projects for which the person has worked for providing the consultancy services</b>	<b>Name of Assignment / job or project:</b>	
	<b>Year:</b>	
	<b>Location:</b>	
	<b>Client:</b>	
	<b>Position Held:</b>	
	<b>Activities performed:</b>	
<b>Number of Resources to be deployed &amp; Plan of deployment.</b>		

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

**Annexure K - Scope of Work: Compliance**  
(Bidder's Letter Head)

S No	Scope of Work	Compliance YES/NO
1	Advise submission of drawing details, as per CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities for development control rules for technical IT building with respect to basic drawings given by NPCI Project Architect etc.	
2	Submission of drawings to Fire department for obtaining Provisional Fire NOC (before construction)	
3	Submission of drawings to Airport Authority for obtaining NOC/Clearance.	
4	Coordination & Obtaining Environmental Impact Assessment (EIA) Clearance.	
5	Submission of drawings & obtaining sanction - CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities for Building plan/layout approval.	
6	Coordination & Obtaining letter of commencement from CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities.	
7	Coordination & Organizing CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities for concerned site visit for checking & approvals e.g. Plinth checking, part completion / completion etc	
8	Coordination and getting final fire NOC	
9	Coordination and getting final building completion certificate.	
10	Coordination with Revenue department if required.	
11	Coordination & Obtaining occupancy certificate from competent authority.	
12	Coordination & Obtaining approval from Pollution Control Board-Consent for Establish, Consent for Operate.	
13	Coordination with SIPCOT/TIDCO for any clearance / legal document	
14	Coordination & Obtaining Non Agricultural Land Assessment Certificate (NALA) from Competent Authority (R.D.O. of Concerned Area) if required.	
15	Coordination & Obtaining Regulatory approvals for sewage treatment plant (STP) & water treatment plant.	
16	Coordination & Applying for temporary power connection (permanent power connection excluded, however feasibility study for permanent power need to be explored by the Liaisoning Consultant., obtain all statutory approvals related to temporary power connection, Coordinate & arrange Inspection of electricity board officials. Provide required inputs to NPCI.	
17	If required by SEB, net metering facility to be provided and NOC/Permissions for operating the system shall be obtained from the Authorities.	
18	Any other approvals but not limited to the above to obtain all end to end approvals for the whole project.	

All required hard copies of drawings & documents for statutory approval application submission will be in scope of Liaisoning Consultant. NPCI will not arrange for any hard copies.



**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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**Section 11 - Documents to be put in Envelope 'C'  
Annexure L - Commercial Bid Form**

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

**Re: RFP Reference No: NPCI/RFP/2018-19/IT/20 dated 05.04.2019 for "Request for Proposal for Selection of LIAISONING CONSULTANT (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai."**

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required end to end Liaisoning Consultancy in conformity with the said Bidding documents for the sum of ₹.....(Rupees.....) (exclusive of taxes) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

**Annexure M - Commercial Bid  
NPCI/RFP/2018-19/IT/20 dated 05.04.2019**

**Request for Proposal for Selection of LIAISONING CONSULTANT (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai.  
(Bidder's Letter Head)**

**PRICES FOR SCHEDULE OF ACTIVITIES**

S No	Scope of Work	Qty	Rate	UoM	Total
1	Advise submission of drawing details, as per CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities for development control rules for technical IT building with respect to basic drawings given by NPCI Project Architect etc.				
2	Submission of drawings to Fire department for obtaining Provisional Fire NOC (before construction)				
3	Submission of drawings to Airport Authority for obtaining NOC/Clearance.				
4	Coordination & Obtaining Environmental Impact Assessment (EIA) Clearance.				
5	Submission of drawings & obtaining sanction - CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities for Building plan/layout approval.				
6	Coordination & Obtaining letter of commencement from CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities.				
7	Coordination & Organizing CMDA / GCC / Authorities Concerned/ DTCP/ Town Panchayat/ Local authorities for concerned site visit for checking & approvals e.g. Plinth checking, part completion / completion etc				
8	Coordination and getting final fire NOC				
9	Coordination and getting final building completion certificate.				
10	Coordination with Revenue department if required.				
11	Coordination & Obtaining occupancy certificate from competent authority.				
12	Coordination & Obtaining approval from Pollution Control Board-Consent for Establish, Consent for Operate.				
13	Coordination with SIPCOT/TIDCO for any clearance / legal document				
14	Coordination & Obtaining Non Agricultural Land Assessment Certificate (NALA) from Competent Authority (R.D.O. of Concerned Area) if required.				
15	Coordination & Obtaining Regulatory approvals for sewage treatment plant (STP) & water treatment plant.				
16	Coordination & Applying for temporary power connection (permanent power connection excluded, however feasibility study for permanent power need to be explored by the Liaisoning Consultant., obtain all statutory approvals related to temporary power connection, Coordinate & arrange Inspection of electricity board officials. Provide required inputs to NPCI.				
17	If required by SEB, net metering facility to be provided and NOC/Permissions for operating the system shall be obtained from the Authorities.				
18	Any other approvals but not limited to the above to obtain all end to end approvals for the whole project.				
	<b>Grand Total</b>				

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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- Delivery Location: (as per clause 8.7 of the RFP)
- The bidder shall meet the requirements of Goods & Services Tax (GST)

(Amount in Rs)

**All prices are exclusive of taxes.**

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Note:**

1. The schedule of activities is to be read for pricing in conjunction with the instructions to tenderer, conditions of contract, terms of reference and scope of work.
2. The price quoted in the schedule of activities shall be the all-inclusive value of the work described including all costs and expenses which may be required in and for the work described together with all general risk, liabilities and obligation set forth or implied in the documents on which the tender is to be based.
3. The quantities stated are to be considered approximately only and the unit prices entered in the schedule of activities shall apply only to the actual quantities measured in the completed work in accordance with specification.
4. The LC shall fill rates in the schedule of Activities in figures and words and shall also workout the amount for the quantities against the items in the schedule.
5. The prices quoted shall include all manpower/management cost, travelling cost, overheads etc. except GST which shall be additional and paid at prevailing rate.
6. The Statutory payments shall be paid by NPCI on receipt of Demand Note/Payment Advice from the Authorities concerned.

**Annexure N - Non-Disclosure Agreement**

**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 (Section 8 of the Companies Act, 2013) and having its registered office at **1001A, B Wing, 10th Floor, The Capital, Plot 70, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra**, CIN: U74990MH2008NPL189067 (Hereinafter referred to as “NPCI”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

**AND**

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

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

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

**NOW THEREFORE**

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

**Article 1: Purpose**

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

**(STATE THE PURPOSE)**

**Article 2: DEFINITION**

For purposes of this Agreement, “**Confidential Information**” means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at

## **RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

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

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

### **Article 4: DISCLOSURE**

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

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

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

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

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

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

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques

contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

#### **Article 7: INJUNCTIVE RELIEF**

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

#### **Article 8: NON-WAIVER**

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

#### **Article 9: DISPUTE RESOLUTION**

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

#### **Article 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 either party without the prior written consent of the other party.

#### **Article 12: TERM**

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of five (2) years after the termination of this Agreement.

#### **Article 13: INTELLECTUAL PROPERTY RIGHTS**

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

**RFP for Selection of Liaisoning Consultant (LC) to acquire various End-to-End Statutory permissions for Construction of Captive Data Center (CDC) in Chennai**

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**Article 14: GENERAL**

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

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

<b>NATIONAL PAYMENTS CORPORATION OF INDIA</b>	<b>TYPE COMPANY NAME</b>
By:  Name:	By:  Name:
Designation:	Designation: