



Request for Proposal to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

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RFP Reference No: NPCI/RFP/2019-20/IT/25 dated 17.12.2019

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

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

## Checklist

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

1. Demand Draft / Pay Order Rs. 11,800 (Rs Eleven thousand eight hundred only inclusive of GST@18%) towards cost of Bid document in Envelope - 'A'
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 5,00,000/- (Rupee Five lakhs only) towards Bid Security in Envelope 'A' - Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope 'A' - Eligibility Criteria Response.
5. Envelope 'B' - Technical Response
6. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
7. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope - 'A'.
8. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
9. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

<b>CHECKLIST .....</b>	<b>3</b>
<b>ABBREVIATIONS AND ACRONYMS .....</b>	<b>7</b>
<b>SECTION 1 - BID SCHEDULE AND ADDRESS .....</b>	<b>8</b>
<b>SECTION 2 – INTRODUCTION.....</b>	<b>9</b>
2.1 ABOUT NPCI .....	9
2.2 OBJECTIVE OF THIS RFP .....	9
2.3 COST OF THE RFP.....	9
2.4 DUE DILIGENCE.....	9
2.5 OWNERSHIP OF THIS RFP .....	9
<b>SECTION 3 – SCOPE OF WORK .....</b>	<b>10</b>
3.1 SCOPE OF WORK: .....	10
3.2 SINGLE POINT OF CONTACT.....	10
<b>SECTION 4 – ELIGIBILITY CRITERIA .....</b>	<b>11</b>
<b>SECTION 5 - INSTRUCTION TO BIDDERS.....</b>	<b>12</b>
A. THE BIDDING DOCUMENT.....	12
5.1 RFP.....	12
5.2 COST OF BIDDING.....	12
5.3 CONTENT OF BIDDING DOCUMENT .....	12
5.4 CLARIFICATIONS OF BIDDING DOCUMENTS AND PRE-BID MEETING .....	12
5.5 AMENDMENT OF BIDDING DOCUMENTS .....	12
B. PREPARATION OF BID.....	12
5.6 EARNEST MONEY DEPOSIT (EMD) .....	12
5.7 RETURN OF EMD.....	12
5.8 FORFEITURE OF EMD .....	13
5.9 PERIOD OF VALIDITY OF BIDS .....	13
5.10 EXTENSION OF PERIOD OF VALIDITY .....	13
5.11 FORMAT OF BID .....	13
5.12 SIGNING OF BID .....	13
C. SUBMISSION OF BID .....	13
5.13 ENVELOPE BIDDING PROCESS .....	13
5.14 CONTENTS OF THE 2 ENVELOPES .....	13
5.15 BID SUBMISSION .....	14
5.16 BID LANGUAGE .....	14
5.17 REJECTION OF BID .....	14
5.18 DEADLINE FOR SUBMISSION .....	14
5.19 EXTENSION OF DEADLINE FOR SUBMISSION OF BID.....	14
5.20 LATE BID .....	14
5.21 MODIFICATIONS AND WITHDRAWAL OF BIDS.....	15
5.22 RIGHT TO REJECT, ACCEPT/CANCEL THE BID .....	15
5.23 RFP ABANDONMENT .....	15
5.24 BID EVALUATION PROCESS .....	15
5.25 SINGLE BID .....	15
5.26 CONTACTING NPCI .....	15
<b>SECTION 6 - BID OPENING .....</b>	<b>16</b>
6.1 OPENING OF BIDS .....	16
6.2 OPENING OF ELIGIBILITY AND TECHNICAL BIDS .....	16
<b>SECTION 7 - BID EVALUATION .....</b>	<b>17</b>

## RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

7.1 PRELIMINARY EXAMINATION OF ELIGIBILITY BIDS.....	17
7.2 EXAMINATION OF TECHNICAL BIDS .....	17
7.3 TECHNICAL SCORING MATRIX: .....	17
7.4 SUCCESSFUL EVALUATED BIDDER: .....	17
<b>SECTION 8 - TERMS AND CONDITIONS .....</b>	<b>19</b>
8.1 NOTIFICATION OF AWARD / PURCHASE ORDER .....	19
8.2 TERM OF THE ORDER .....	19
8.3 ACCEPTANCE PROCEDURE .....	19
8.4 PERFORMANCE BANK GUARANTEE .....	19
8.5 KEY DELIVERABLES.....	19
8.6 DELIVERY SCHEDULE.....	19
8.7 DELIVERY ADDRESS:.....	19
8.8 INCENTIVIZING THE SERVICE PROVIDERS.....	19
8.9 PENALTY FOR DEFAULT IN DELIVERY.....	19
8.10 REPEAT ORDER: .....	20
8.11 CONFIDENTIALITY .....	20
8.12 INDEMNITY .....	20
8.13 BIDDER'S LIABILITY .....	20
8.14 OBLIGATIONS OF THE BIDDER .....	20
8.15 EXIT OPTION AND CONTRACT RE-NEGOTIATION.....	21
8.16 EXTENSION OF CONTRACT.....	21
8.17 ORDER CANCELLATION .....	22
8.18 TERMINATION OF PURCHASE ORDER/CONTRACT.....	22
8.19 EFFECT OF TERMINATION .....	22
8.20 FORCE MAJEURE .....	23
8.21 RESOLUTION OF DISPUTES .....	23
8.22 COMPLIANCE WITH APPLICABLE LAWS OF INDIA .....	24
8.23 LEGAL COMPLIANCES: .....	24
8.24 INTELLECTUAL PROPERTY RIGHTS: .....	24
8.25 APPLICABLE LAW AND JURISDICTION .....	24
8.26 SOLICITATION OF EMPLOYEES .....	24
8.27 FACILITIES PROVIDED BY NPCI: .....	25
8.28 NO DAMAGE OF NPCI PROPERTY .....	25
8.29 FRAUDULENT AND CORRUPT PRACTICE.....	25
8.30 GOVERNING LANGUAGE .....	25
8.31 ADDRESSES FOR NOTICES.....	25
<b>SECTION 9 - TECHNICAL SPECIFICATIONS .....</b>	<b>26</b>
<b>SECTION 10 - DOCUMENTS FORMS TO BE PUT IN ENVELOPE A .....</b>	<b>27</b>
<b>ANNEXURE A1 - BIDDER'S LETTER FOR EMD .....</b>	<b>27</b>
<b>ANNEXURE A2 - BID SECURITY (BANK GUARANTEE).....</b>	<b>28</b>
<b>ANNEXURE A3 - BID SECURITY .....</b>	<b>29</b>
<b>ANNEXURE B - BID OFFER FORM (WITHOUT PRICE) .....</b>	<b>30</b>
<b>ANNEXURE C - BIDDER INFORMATION .....</b>	<b>32</b>
<b>ANNEXURE D - DECLARATION FOR CLEAN TRACK RECORD.....</b>	<b>33</b>
<b>ANNEXURE E - DECLARATION FOR ACCEPTANCE OF RFP TERMS AND CONDITIONS .....</b>	<b>34</b>
<b>ANNEXURE F - DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK.....</b>	<b>35</b>
<b>ANNEXURE G - FORMAT POWER OF ATTORNEY .....</b>	<b>36</b>

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

<b>ANNEXURE H - ELIGIBILITY CRITERIA COMPLIANCE .....</b>	<b>37</b>
<b>SECTION 11 - DOCUMENTS TO BE PUT IN ENVELOPE 'B' .....</b>	<b>38</b>
<b>ANNEXURE K - TECHNICAL COMPLIANCE .....</b>	<b>38</b>
<b>ANNEXURE O - CLIENT REFERENCE .....</b>	<b>39</b>
<b>ANNEXURE Z - NON-DISCLOSURE AGREEMENT .....</b>	<b>40</b>

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

### **Abbreviations and Acronyms**

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

BG	Bank Guarantee
DC	Data Centre
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
LAN	Local Area Network
NPCI	National Payments Corporation of India
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SAN	Storage Area Network
SLA	Service Level Agreement
WAN	Wide Area Network
SI	System Integrator

**Section 1 - Bid Schedule and Address**

S.No.	Description	
1	Name of Project	RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective
2	Tender Reference Number	NPCI/RFP/2019-20/IT/25
3	Date of commencement of sale of bidding documents	17.12.2019
4	Last date and time for sale of bidding documents	NA
5	Last date of receiving pre-bid clarifications in writing from vendors	27.12.2019
6	Date and Time for Pre-bid Meeting	Not applicable
7	Last date and time for Bid Submission	14.01.2020 03.00 pm
8	Address for Sale of Bidding Document and Place of Bid Submission	Unit no. 202, 2nd floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai - 400063
9	Date and Time of Eligibility & Technical bid Opening	14.01.2020 03.30 pm
10	Date and Time of Commercial Bid Opening	NA
11	Name and Address for communication	Head - Strategic IT Procurement National Payments Corporation of India, Unit no. 202, 2nd floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai 400063
12	Bid Related Queries	Mehfooz Khan   Contact: +91 8108122867 Email id: mehfooz.khan@npci.org.in Nilesh Bhoir   Contact: +91 9152085796 Email id: nilesh.bhoir@npci.org.in Prashant Awale   Contact :+91 8108108650 Email id: prashant.awale@npci.org.in Benny Joseph   Contact :+022 40503366 Email Id: benny.joseph@npci.org.in
13	Bid cost	Rs. 11,800/- (Rs. 10,000/- plus GST @18 %)
14	Bid Security	Rs 5,00,000/- (Rs Five lakhs only)

**Note:**

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.



## **Section 2 - Introduction**

### **2.1 About NPCI**

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 (Ten) banks in India under the aegis of the Indian Bank's Association with majority shareholding by Public Sector Banks. Presently, 54 (Fifty-Four) banks are shareholders of NPCI. Out of which 17 (Seventeen) are Public Sector Banks (PSB), 17 (Seventeen) Private Sector Banks, 3 (Three) Foreign Banks, 10 (Ten) Multi State Cooperative Banks and 7 (Seven) 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 six core values: Passion for Excellence, Collaboration, Customer Centricity, Agility, Security and Innovation.

NPCI, during its journey, has made a significant impact on the retail payment systems in the country. Dedicated to the nation by our former President, Shri Pranab Mukherjee, endorsed by the Hon'ble Prime Minister, Shri Narendra Modi and later made the card of choice for the ambitious Pradhan Mantri Jan Dhan Yojana, RuPay is now a known name. RuPay is an indigenously developed Payment System - designed to meet the expectation and needs of the Indian consumer, banks and merchant eco-system. The alliances with international network partners (Discover Financial Services, Japan Credit Bureau and China Union Pay) provides valuable access to global acceptance footprint and offer world class payment solutions to RuPay cardholders.

NPCI aim is to transform India into a 'less-cash' society by touching every Indian with one or other payment services. With each passing year we are moving towards our vision to be the best payments network globally.

### **2.2 Objective of this RFP**

NPCI intends to empanel external agencies for a period of 2 years for conducting analysis on handling ATM reversal transactions at Acquirer for reducing customer complaints.

### **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.

### **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.

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

### **Section 3 - Scope of Work**

#### **3.1 Scope of work:**

The high level scope of work for the bidder is to provide the following services:

- 1) Assessment of current LTS/TVS status.
- 2) Test for LTS/TVS certification script for all ATM conditions.
- 3) Analyze the gap, prescribe fixes and implementation steps.
- 4) Assist the Bank to get the certification.
- 5) Certification test for all ATM conditions.

Technical specifications as per **Annexure K**

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

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

## **Section 4 - Eligibility Criteria**

### **4.1 Eligibility Criteria**

The Eligibility Criteria are furnished below:

1. The bidder is a Company registered under the Companies Act/ Partnership / LLP at least since last one (1) year.
  - a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least one (1) year as on date of submission of the bid.
  - b) In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least one (1) year as on the date of submission of bid.
2. Officials to be deployed for the project at NPCI should have one (1) year experience in Card industry.
3. The bidder shall not remain associated with this RFP in any other capacity as a part of distribution channel provided such bidder has become eligible for commercial evaluation as per this RFP.
4. The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
5. The bidder shall not be associated with NPCI in any assignment related to Device Audit/Security Audit / Monitoring of device.

## Section 5 - Instruction to Bidders

### A. The Bidding Document

#### 5.1 RFP

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

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

#### 5.2 Cost of Bidding

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

#### 5.3 Content of Bidding Document

The Bid shall be in 2 separate envelopes, Envelope A and B.

#### 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, in an excel sheet:

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

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

#### 5.5 Amendment of Bidding Documents

- 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.
- 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.
- 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.
- 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 Earnest Money Deposit (EMD)

The Bidder is required to deposit Rs 5,00,000/- (Rupees Five Lakhs only) in the form of a Demand Draft / Pay order in favor of "National Payments Corporation of India" payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2.

No interest will be paid on the EMD.

#### 5.7 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.

#### 5.8 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.

#### 5.9 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.

#### 5.10 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.

#### 5.11 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.

#### 5.12 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 H) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

#### C. Submission of Bid

##### 5.13 Envelope bidding process

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

Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as **“Request for Proposal to empanel agencies for review the complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective”**.

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.

##### 5.14 Contents of the 2 Envelopes

###### Envelope A - Eligibility Bid

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

- 1 Bid Earnest Money in the form of Demand Draft OR Bid Earnest Money in the form of Bank Guarantee - format provided in **Annexure A2**

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

- 2 Bid Offer form (without price) - **Annexure B**
- 3 Bidder Information - **Annexure C**
- 4 Declaration of Clean Track Record by Bidder - **Annexure D**
- 5 Declaration of Acceptance of Terms and Conditions - **Annexure E**
- 6 Declaration of Acceptance of Scope of Work - **Annexure F**
- 7 Power of Attorney for signing of bid - **Annexure G**
- 8 Eligibility Criteria Matrix - **Annexure H**
- 9 Declaration stating that bidder will not remain associated with this RFP in any other capacity as a part of distribution channel provided such bidder becomes eligible for commercial evaluation as per this RFP.
- 10 RFP document duly sealed and signed
- 11 All necessary supporting documents as per Annexures
- 12 Client details in **Annexure O**

#### **Envelope B - Technical Bid**

The following documents shall be inserted inside Envelope B:

- 1 Section 11 - Compliance to Technical Requirements duly completed - **Annexure K**
- 2 Client Details for **Annexure O**

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

#### **5.15 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.

#### **5.16 Bid Language**

The bid shall be in English Language.

#### **5.17 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.
- 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.

#### **5.18 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.

#### **5.19 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.

#### **5.20 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.

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

#### 5.21 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.

#### 5.22 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.

#### 5.23 RFP Abandonment

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

#### 5.24 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

**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 empanelment process.

#### 5.25 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.

#### 5.26 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.

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

## **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.

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

NPCI will open Technical 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.



## 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:

- Compliance to Technical Specifications as specified in the RFP.
- 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.
- Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.
- Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed hardware/services are to be enclosed.
- 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.
- NPCI may interact with the Customer references submitted by bidder, if required.
- NPCI reserves the right to shortlist bidders based on technical evaluation criteria.

### 7.3 Technical Scoring Matrix:

Scoring Matrix:

Sr No	Description	Score
1	Approach / methodology document	40
2	Technical Expertise	40
3	Work experience in past	20

**Scoring Matrix:** Bidders scoring a minimum of 70% marks would be eligible for the commercial bid opening.

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

### 7.4 Successful Evaluated bidder:

Phase 1: Empanelment of bidders:

All bidders participating in the RFP process will be evaluated in terms of eligibility criteria. Bidders qualifying the eligibility criteria evaluation would be eligible for technical evaluation. Based on the technical evaluation, bidders with highest technical score (T1), Bidder T2 (with second highest technical score) and so on would be shortlisted for further evaluation. The minimum score to qualify technical evaluation would be 70.

Phase 2:

For each requirement, NPCI reserves the right to discover the lowest price from the empanelled bidders either through conventional L1 price method or Reverse Auction and/or may be further deliberated through PDC if so opted by NPCI management. If first Reverse Auction does not result successful, NPCI reserves the right to call technical qualified bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

otherwise shall be communicated to technically qualified bidders. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website i.e. [www.npci.org.in](http://www.npci.org.in)

Reverse Auction - A:

a) Identifying L1 bidder for each Bank/set of Banks separately:

Separate quotes would be sought or Reverse auction would be conducted among the empanelled bidders to determine the bidder with the lowest quote. This process will be conducted for each/set of selected Banks.

The decision of NPCI shall be final and binding on the selected bidders. NPCI reserves the right to place orders with the second lowest bidder(s) of one or both the bidders in case the selected bidder refuses to accept the order or otherwise gets disqualified as per terms of the RFP provided such second lowest bidder(s) match the price quoted by the L1 bidder(s).

## 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/Empanelment/Purchase Order shall be for a period of 2 years.

### 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 3 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 does not submit the PBG, NPCI shall be entitled to withhold an amount equal to the value of the PBG from the payments due to the successful bidder.

PBG may be invoked in case of violation of any of the Terms and Conditions of this Purchase Order and also in case of deficiency of the services provided by successful bidder.

### 8.5 Key Deliverables

- 1) Status of LTS/TVS in report format for each bank.
- 2) Bank wise gap analysis report.
- 3) No. of certification done.
- 4) Certification test report of the ATM.
- 5) Summarized report with the status and impact of the activity.

### 8.6 Delivery schedule

The delivery schedule will be provided by NPCI as per requirement.

### 8.7 Delivery Address:

National Payments Corporation of India  
Unit no. 301, 3<sup>rd</sup> floor,  
Raheja Titanium, CTS No. 201,  
Western Express Highway,  
Goregaon East, Mumbai 400 063

### 8.8 Incentivizing the Service Providers

- (i) Delivery of services - in case of delivery of the deliverables earlier than the stipulated delivery schedule as per the Purchase Order - 0.25% per week, for every week of early delivery, with a maximum of 2.5%, of the Order value of the respective component, i.e services, as the case may be, provided the saving in delivery timeline / early delivery is not less than 20% of the prescribed delivery schedule, otherwise incentive will not be applicable. Vendors will not be eligible for any incentive if delivery happens as per the terms of the PO.
- (ii) Incentive will not be applicable in case the original delivery schedule is extended for any reason.
- (iii) Liquidated damages will continue to be levied for delays in delivery as per the terms of the PO, if the delays are attributable to the vendors.

### 8.9 Penalty for default in delivery

If the successful bidder does not deliver the reports 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

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

beyond the stipulated delivery period subject to a maximum of 5%

- 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.

#### 8.10 Repeat Order:

NPCI reserves the right to place Purchase Orders with the selected bidder(s) for any or all of the goods and/or services at the agreed unit rate for individual categories of purchase order during the period of 1 year from the date of award / 1st Purchase Order.

#### 8.11 Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the **Annexure Z** hereof.

In the event of disclosure of Confidential Information to a third party in 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 3 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 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.

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

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.

#### 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 8.26 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) The reverse transition services to be provided by the Bidder shall include the following:
  - i. The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating the Devices.
  - ii. Bidder shall provide adequate documentation thereof.
  - iii. The Bidder shall jointly manage the Devices with NPCI or designated team for a reasonable period of time
- e) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the Deliverables under this 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.
- f) Warranties:
  - 1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of NPCI. The bidder shall execute any and all such documents as may be necessary in this regard.
  - 2. The bidder shall return confidential information and will sign off and acknowledge the return of such confidential information.
  - 3. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
  - 4. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- g) The rates for availing services during reverse transition period would be the same as payable during the contract period for the respective services as contained and provided in this RFP.
- h) During which the existing Bidder would transfer all knowledge, know-how and other things necessary for NPCI or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
- i) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- j) NPCI and the 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.
- k) 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

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

satisfaction of and as decided by the NPCI up to a period of three (3) years (completion period) reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 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.
- 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 its 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 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.

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

#### 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 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.

#### 8.25 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.

#### 8.26 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



RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

#### 8.27 Facilities provided by NPCI:

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

#### 8.28 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.

#### 8.29 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.

#### 8.30 Governing Language

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

#### 8.31 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)

Sr No	Description
1	Capability to assess current LTS / TVS Status
2	Capability to test for LTS / TVS certification script for all ATM conditions and auditing of all transactions
3	Capability to analyse the gap / issues, prescribe fixes and implementation steps / measures for the same
4	Required to assist Bank / Vendor to get the Certification and document the entire process.
5	Capability of Certification Test for all ATMs
6	Work experience in past for ATM Certification / Assessment
	If Yes,
	Number of Years
	Number of Projects handled

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

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

**Section 10 - Documents forms to be put in Envelope A**

**Annexure A1 - Bidder's Letter for EMD**

To

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

**Subject: RFP # NPCI/RFP/2019-20/IT/25 dated 17.12.2019 for "Request for Proposal to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective".**

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:

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

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

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

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

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

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

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

(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}

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

(Bidder's Letter Head)

**OFFER LETTER**

Date:

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

Dear Sir,

**Subject: RFP No. NPCI/RFP/2019-20/IT/25 dated 17.12.2019 for "Request for Proposal to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective".**

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

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

**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	Valid Sales tax registration no.			
6	Valid Service tax registration no.			
7	Permanent Account Number (PAN)			
8	Goods & Services Tax (GST) Registration Numbers			
9	City			
10	State			
11	Pin Code / State Code			
12	GSTIN Number			
13	HSN Number			
14	Name & Designation of the contact person to whom all references shall be made regarding this tender			
15	Telephone No. (Cell # and Landline # with STD Code)			
16	E-Mail of the contact person:			
17	Fax No. (with STD Code)			
18	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
19	Year	2016-17	2017-18	2018-19
20	Net worth			
21	Turn Over			
22	PAT			

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

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

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective - RFP No. NPCI/RFP/2019-20/IT/25 dated 17.12.2019. I hereby declare that my company has not currently 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 to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

**Annexure E - Declaration for Acceptance of RFP Terms and Conditions**  
(Bidder's Letter Head)

**To**

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective - RFP No. NPCI/RFP/2019-20/IT/25 dated 17.12.2019. 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 to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

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

To

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

Sir,

I have carefully gone through the Scope of Work contained in the RFP document to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective - NPCI/RFP/2019-20/IT/25 dated 17.12.2019. 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 to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

**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 the RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective - **NPCI/RFP/2019-20/IT/25 dated 17.12.2019** 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:

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

Sr. No.	Other than MSME	Compliance Yes/No	Documentary proof to be attached
1	<p>The bidder is a Company registered under the Companies Act/ Partnership / LLP at least since last one (1) year.</p> <p>a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least one (1) year as on date of submission of the bid.</p> <p>b) In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least one (1) year as on the date of submission of bid.</p>		Certificate of incorporation
2	Officials to be deployed for the project at NPCI should have one (1) year experience in Card industry		CV of the officials to be deployed for the project
3	The bidder shall submit the declaration stating that bidder will not remain associated with this RFP in any other capacity as a part of distribution channel provided such bidder has become eligible for commercial evaluation as per this RFP		Self-declaration of not being part of distribution channel
4	The Bidder should not be currently blacklisted by any bank / institution in India or abroad		Declaration as per Annexure D on company letter head
5	The bidder shall not be associated with NPCI in any assignment related to Device Audit/Security Audit / Monitoring of device		Self-declaration

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

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

**Section 11 - Documents to be put in Envelope 'B'**  
(Bidder's Letter Head)  
**Annexure K - Technical Compliance**

Sr No	Description	Compliance (Yes / No)
1	Capability to assess current LTS / TVS Status	
2	Capability to test for LTS / TVS certification script for all ATM conditions and auditing of all transactions	
3	Capability to analyse the gap / issues, prescribe fixes and implementation steps / measures for the same	
4	Required to assist Bank / Vendor to get the Certification and document the entire process.	
5	Capability of Certification Test for all ATMs	
6	Work experience in past for ATM Certification / Assessment	
	If Yes,	
	Number of Years	
	Number of Projects handled	

The bidder is required to provide exhaustive list of the hardware, software, etc. to implement the project.  
Dated this..... Day of.....2019

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

**Annexure O - Client Reference**

(Bidder's Letter Head)

**NPCI/RFP/2019-20/IT/25 dated 17.12.2019**

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

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

## Annexure Z - Non-Disclosure Agreement

### NON-DISCLOSURE AGREEMENT (NDA)

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

**NATIONAL PAYMENTS CORPORATION OF INDIA**, a company incorporated in India under Section 25 of the Companies Act, 1956 (corresponding to 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 “**Disclosing Party**”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

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

Disclosing Party and Receiving Party shall hereinafter be jointly referred to as the “**Parties**” and individually as a “**Party**”.

#### NOW THEREFORE

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

#### Article 1: PURPOSE

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

##### Purposes:

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

#### Article 2: DEFINITION

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



RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective  
treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs.

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

This Agreement does not obligate the Disclosing Party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring to the Receiving Party any rights, license or authority in or to the Confidential Information disclosed to the Receiving Party under this Agreement or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed to be a public disclosure of such Confidential Information by the Receiving Party for any purpose whatsoever. This Agreement does not create a joint venture or partnership between the parties.

### **Article 4: DISCLOSURE**

1. Receiving Party agrees not to use the Disclosing Party's Confidential Information for any purpose other than for the specific purpose as mentioned in Article 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, representatives, agents, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party does not make any representation or warranty as to the accuracy or completeness of Confidential Information. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

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

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

### **Article 6: INJUNCTIVE RELIEF**

The Receiving Party hereto acknowledge and agree that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth herein. Accordingly, the Receiving Party agrees that in the event of a breach or threatened breach by the Receiving Party of the provisions of this Agreement, the Disclosing Party will have no adequate remedy in money or damages and accordingly the Disclosing Party, in addition to any other right or remedy available, shall be entitled to injunctive relief against such breach or threatened breach by the Receiving Party and to specific performance of any such provisions of

RFP to empanel Agencies for reviewing complete transaction & dispute life cycle from Acquirer/Issuing Bank perspective

this Agreement. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. If the Receiving Party is aware of a suspected or actual breach of this Agreement from Receiving Party's side, it shall (i) promptly notify the Disclosing Party in writing immediately; and (ii) take all reasonable and essential steps to prevent or stop any suspect or actual breach of this Agreement; (iii) Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

#### **Article 7: NON-WAIVER**

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

#### **Article 8: DISPUTE RESOLUTION**

Notwithstanding anything contained in Article 6 and the express rights of the Disclosing party contained and provided thereto, If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 (or any statutory modification or re-enactment thereof and rules framed thereunder from time to time) by a sole arbitrator appointed by Disclosing Party Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

#### **Article 9: GOVERNING LAW AND JURISDICTION**

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

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

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

#### **Article 11: TERM**

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

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

**12.1** Receiving Party shall not use or permit the use of Disclosing Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or interact with media for any disclosure of findings or otherwise discuss or make reference to Disclosing Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without Disclosing Party's prior written consent.

**12.2** Any interaction by the Receiving Party with media for any disclosure of findings, publicity, public interactions for undue advantage and/or any association whatsoever of Disclosing Party, without express consent/approval from Disclosing Party, shall result in breach, and for every incident of breach the Receiving Party shall be liable to pay the Disclosing Party, an amount which Disclosing Party, in its sole and absolute discretion, deems fit. This shall be without prejudice to the right of Disclosing Party to peruse any other right or remedy available to it under law.

### Article 13: INDEMNITY

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

### Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) In the case of personal delivery or electronic-mail, on the date of such delivery, (b) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) In the case of mailing, on the seventh working business day following such mailing.
3. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof and any additional agreement, if any, shall be binding along with that relevant Agreement in addition to this Non Disclosure Agreement without affecting the provisions of this agreement. In the event where only this agreement is existing than the provisions of this Agreement shall prevail. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement or modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. The remaining provisions will continue in full force and effect.
4. Any breach of any provision of this Agreement by Receiving Party hereto shall not affect the Disclosing party's non-disclosure and non-use obligations under this Agreement.
5. The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

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

NATIONAL PAYMENTS CORPORATION OF INDIA	TYPE COMPANY NAME
By:	By:
Name:	Name:
Designation:	Designation: