



REQUEST FOR PROPOSAL FOR AMC FOR SERVERS

RFP Reference Number: NPCI:RFP:2013-14/0020Dated:25.09.2013

National Payments Corporation of India,
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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 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.

Important Detail about RFP

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 for Rs.1,124.00 (i.e. Rs.1,000+Service Tax@12.36%) (Rs. One Thousand One Hundred Twenty Four only) towards cost of Bid document in Envelope – ‘A’ Both the technical and commercial bids prepared in accordance of RFP document.
2. Demand Draft / Banker’s Cheque / Bank Guarantee of INR 50,000/- (Rupees Fifty Thousand Only) towards Bid Security in Envelope – “A” Earnest Money Deposit (EMD).
3. Envelope “A” Eligibility Criteria Response.
4. Envelop “B” Technical Response
5. Envelope “C” Commercial bid.
6. Copy of this RFP document duly sealed and signed by the authorized signatory on every page.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
8. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
9. All the pages and document submitted as part of Bid must be duly sealed and signed by the authorized signatory.
10. Prices to be quoted in Indian Rupees (INR).

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SECTION 1 – BID SCHEDULE AND ADDRESS

S. No.	Description	
	Name of Project	Maintenance of Servers
1	Tender Reference Number	NPCI:RFP: 2013-14/0020 Dated: 25.09.2013
2	Date of publishing of RFP Document on the Website	25.09.2013
3	Last date and time of receiving vendor Pre-bid clarifications in writing	01.10.2013 15.00 Hrs
4	Date of Pre-bid Meeting	NA
5	Last date and time for Submission Bids	11.10.2013 15.00 Hrs
6	a) Date and Time of Eligibility & Technical Bid Opening b) Date and Time of Commercial Bid Opening	11.10.2013 15.30 Hrs Will be Informed to the qualified Bidders
7	Place of Bid Submission and opening of Bids	National Payments Corporation of India, 13th Floor, R Tech Park, off Western Express Highway, Nirlon Complex , Near HUB mall , Goregaon-East, Mumbai – 400063
8	Name and Address for communication	Head-IT Procurement National Payments Corporation of India 13th Floor, R Tech Park, off Western Express Highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai – 400063 E-mail: itprocurement@npci.org.in
9	Bid Related Queries	1) Mr. Prashant Awale:+918108108650 Email : prashant.awale@npci.org.in 2) Ms. Minaz Satani Email minaz.satani@npci.org.in 3) Ms. Sheetal Dhale Email: Sheetal.dhale@npci.org.in
10	Bid Cost	Rs 1,124.00 (Rs 1,000.00 + Service Tax)
11	EMD	Rs.50,000/- (Rs. Fifty Thousand Only)

Note: Bids will be opened in the presence of the bidders' representatives who choose to attend. Date and time of Commercial Bid Opening will be intimated later.

SECTION 2 – INTRODUCTION

2.1 About NPCI:

National Payments Corporation of India (NPCI) is a Company registered under Section 25 of the Companies Act, 1956 with its Registered Office at C9, 8th Floor, RBI Premises, Bandra - Kurla Complex, Bandra (East), Mumbai, India.-400 051. NPCI is promoted by 10 Banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks.

The 10 promoter banks are State Bank of India, Punjab National Bank, Canara Bank, Bank of Baroda, Bank of India, Union Bank of India, ICICI Bank Ltd, HDFC Bank Ltd, Citibank N.A., and HSBC. The vision, mission and objective of NPCI is to operate for the benefit of all the Member Banks and the common man at large.

2.2 Objective of this RFP:

National Payments Corporation of India proposes to identify a vendor for providing comprehensive maintenance for identified servers as mentioned in this RFP document.

SECTION 3 – SCOPE OF WORK

3.1 Scope of Work:

The Vendor shall provide comprehensive maintenance including spare Parts but excluding consumables for a period of 3 years

- 3.1.1 Nature of Support** required as per Annexure-T 7 Scope of Work Compliance.
- 3.1.2 Service Window & Call registration:** 9.00 a.m. – 6.00 p.m. (Monday to Saturday)
- 3.1.3 Response:** Within 4 hours.
- 3.1.4 Resolution: Next Business Day.**
- 3.1.5 Call Registration Process:** Via Phone & mail.
- 3.1.6** The Vendor shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other Items will be supplied by NPCI.
- 3.1.7** Well trained engineers for Hardware and Software (wherever applicable) are to be arranged by the Vendor.
- 3.1.8** All spares to be used shall be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealers or Manufacturers.
- 3.1.9** Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- 3.1.10** The Vendor shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the NPCI official.
- 3.1.11** To co-ordinate with OEMs for support for configuration issues, hardware replacement etc.
- 3.1.12** To provide patches / upgrades of IOS during the period of AMC, wherever applicable, without any extra cost to NPCI.
- 3.1.13** To provide support for the Servers in case they are shifted to other location.
- 3.1.14** All the above assets are in working condition and are in use which may be verified before commencement of AMC.
- 3.1.15** The scope of work is to provide support at specified NPCI Office at Mumbai & Chennai. The address is as under :

(1) Registered Office:

National Payments Corporation of India
C-9,8th Floor, RBI Premises
Bandra-Kurla Complex,
Bandra (East)
Mumbai-400 051

(2) Chennai Data Centre:

National Payments Corporation of India
C/o Reliance Communication Infrastructure Limited
Floor IDC Sha 1-A, Reliance House No.-6
Haddows Road, Nungambakkam,
Chennai-600 006

(3) **Mumbai Data Centre:**

National Payments Corporation of India
C/o Tata Communications Ltd
Tower A- IDC, 3rd Floor, BKC,
Bandra East, Near MTNL Office, Mumbai - 400 051.

(4) **Goregaon Office:**

National Payments Corporation of India
13th Floor, R- Tech 2, South Side,
Nirlon Knowledge Park,
Off Western Express Highway, Goregaon (E),
Mumbai-400063

3.2 List of Servers to be covered under the comprehensive on-site Maintenance under this RFP is as under.

The Bidder may bid for maintenance of both HP Servers and IBM servers or either.

Sl. No	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERIAL NO.	LOCATION	CITY
1	Server	1	HP PROLIANT DL580G5	SGH028X0BY	Goregaon	Mumbai
2	Server	1	HP PROLIANT DL580G5	SGH028X1LE	Mum DC	Mumbai
3	Server	1	HP PROLIANT DL580G5	SGH028X1LB	Goregaon	Mumbai
4	Server	1	HP PROLIANT DL580G5	SGH029X82W	Mum DC	Mumbai
5	Server	1	HP PROLIANT DL580G5	SGH028X0CC	BKC,RBI Premises	Mumbai
	TOTAL	5				

Sl. No	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERIAL NO.	LOCATION	CITY
1	Server	1	IBM X3650M3	99R8967	Mum DC	Mumbai
2	Server	1	IBM X3650M3	99R8972	Mum DC	Mumbai
3	Server	1	IBM X3650M3	99R8973	Mum DC	Mumbai
4	Server	1	IBM X3650M3	99R8974	Mum DC	Mumbai
5	Server	1	IBM X3650M3	99R8975	Goregaon	Mumbai
6	Server	1	IBM SERVER X3650 M3	99R8968	Chennai Office	Chennai
7	Server	1	IBM Server - IBM X 3650 M3	99R8969	Chennai DC	Chennai
8	Server	1	IBM SERVER X3650 M3	99R8970	Chennai Office	Chennai
9	Server	1	IBM Server - IBM X 3650 M3	99R8971	Chennai DC	Chennai
	TOTAL	9				

SECTION 4 – ELIGIBILITY CRITERIA**4.1 Pre-requisite:**

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. The Bidder should also possess technical know-how and financial wherewithal that would be required to complete the scope of work. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

4.2 Eligibility Criteria:

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

4.2.1 The Bidder should be a Company registered under the Companies Act, 1956 or a Partnership Firm registered under the Partnership Act, 1932 or a Limited Liability Partnership (“LLP”) registered under the Limited Liability Partnership Act, 2008 since last three years.

4.2.2 The bidder should have minimum annual turnover of Rs.75 Lakhs during the last three financial years (2009-10, 2010-11, 2011-12 or Calendar Year 2009, 2010 and 2011 or the Bidder's Financial Year)

4.2.3 The Bidder should be a profit (profit after tax) making Company in the last Financial Year i.e. 2011- 2012 (or Calendar year 2011 or the Bidder's Financial Year).

4.2.4. The Bidder should not be currently blacklisted by any Government/Government agency/ Bank/ institution in India or abroad.

4.2.5. The Bidders can Bid for either for maintenance of HP Servers or IBM servers or for both and provide OEM's authorized Service provider certificate and MAF (Annexure – E3) respectively.

4.2.6. The Bidder should be authorized service provider of OEM equipment.

4.2.7. The Bidder should provide two references from clients who have availed services from them.

4.2.8. The Bidder should be able to provide support at Mumbai and Chennai.

SECTION 5 - DURATION OF AMC**5.1 Duration of AMC**

5.1.1 The duration of the maintenance period shall be three years from the date of acceptance of the Purchase Order.

SECTION 6 – INSTRUCTION TO BIDDERS**A. The Bidding Document****6.1 RFP:**

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

6.2 Content of Bidding Document:

6.2.1 The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 6.12

6.3 Clarifications of Bidding Documents:

6.3.1 A prospective Bidder requiring any clarification on 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.

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

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

B. Preparation of Bid**6.4 Bid Price:**

6.4.1 Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever. Taxes should be shown separately in the Price Schedule.

6.5 Period of Validity of Bids:

6.5.1 Bids shall remain valid for a period of 90 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NPCI holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

6.5.2. 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.

6.6 Format of Bid:

6.6.1 The bidders shall prepare one hard copy (marked as "ORIGINAL") of the Bid.

6.7 Signing of Bid:

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

6.8. Earnest Money Deposit (EMD):

6.8.1. The Bidder is required to deposit Rs.50,000/- (Rupees Fifty Thousand Only) in the form of a Demand Draft / Pay order drawn in favour of "National Payments Corporation of India" payable at Mumbai or

Bank Guarantee issued by a scheduled Commercial Bank valid for six months as per format in the Annexure-E1 & E2 as Earnest Money Deposit.

No interest will be paid on the EMD.

6.9. Return of EMD:

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

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

6.10. Forfeiture of EMD:

6.10.1. The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws his bid before opening of the bids.
- b) Bidder withdraws his bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws his bid / proposal before furnishing Performance 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 seven 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 Guarantee within stipulated period from the date of execution of the contract. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

C Submission of Bid

6.11. Three-Envelope Bidding process:

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

6.11.2. Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as 'Request for Proposal (RFP) for AMC for Servers'

6.11.3. The inner and outer envelopes shall

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

6.12. Contents of the 3 Envelopes:

6.12.1. Envelope "A" Eligibility Criteria. The following documents shall be inserted in Envelope A:

1. Bidder's Letter for EMD – Annexure -- E1
2. Bid Security (Bank Guarantee) – Annexure -- E2
3. OEM's authorisation as Service Partner – Annexure -- E3
4. Bidders Information – Annexure – E4
5. Eligibility Criteria Matrix – Annexure – E5
6. Declaration Regarding Clean Track by Bidder – Annexure –E6
7. List of Service Centres.
8. This RFP document duly signed by the authorized signatory

6.12.2. Envelope “B” Technical Bid:

The following documents shall be inserted in Envelope B

1. Compliance sheet for Technical Specifications – Annexure – T 7.
2. Un-priced Commercial Bid

6.12.3. Envelope “C” Commercial Bid:

1. Commercial price format– Annexure -- C 8 (i)
2. Commercial price format– Annexure -- C 8 (ii)
3. Commercial bid form –Annexure -- C 9

6.13 Bid Submission:

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

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

6.14. Bid Currency:

6.14.1. All prices shall be expressed in Indian Rupees only.

6.15. Bid Language:

6.15.1. The bid shall be in English Language.

6.16. Deadline for Submission:

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

6.17. Extension of Deadline for submission of Bid:

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

6.18. Late Bid:

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

6.19. Modifications and Withdrawal of Bids:

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

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

6.20. Right to Reject, Accept / Cancel the bid:

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

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

6.21. RFP Abandonment:

6.21.1. NPCI may at its discretion abandon the RFP process any time before the issuance of Purchase Order.

6.22. Bid Evaluation Process:

6.22.1. The Bid Evaluation will be carried out in 2 stages.

6.23 Contacting NPCI:

6.23.1. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact NPCI for seeking any clarification on any matter related to the Bid, it should do so in writing.

SECTION 7 – BID OPENING

7.1 Opening of Bids:

7.1.1 Bids will be opened in 2 stages:

Stage 1 – In the first stage only the Technical Bids i.e. Envelope A and Envelope B, will be opened.

Stage 2 – In the second stage the Commercial Bids i.e. Envelope C will be opened.

7.2 Opening of Technical Bids:

7.2.1 NPCI will open Envelope “A” and “B” in presence of Bidder’s 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.

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

7.3 Opening of Commercial Bids:

7.3.1 Only those Bids that are technically qualified will be eligible for opening of commercial bids.

- 7.3.2 The representatives of the Bidders have to produce an authorization letter from the Bidders to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

SECTION 8 – BID EVALUATION

8.1 Preliminary Examination of the Bids:

- 8.1.1 NPCI will examine the bids to determine whether they are complete, required information have been provided as underlined in the bid document, the documents have been properly signed, and whether bids are generally in order.
- 8.1.2 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.
- 8.1.3 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.

8.2 Evaluation of the Bids:

- 8.2.1 Compliance to Requirement stipulated in the RFP, duly supported by documentary evidence will be evaluated in detail.
- 8.2.2 Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.
- 8.2.3 NPCI may interact with the Customer references submitted by bidder, if required.

8.3 Evaluation of Commercial Bids:

- 8.3.1 Commercial bids of only the technically qualified short-listed bidders will be opened and evaluated.
- 8.3.2 Arithmetic errors in the Bids submitted shall be treated as follows:
1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the NPCI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
 3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totalling the line items in the Commercial Bid will govern.

8.4 Successful Evaluated Bidder:

- 8.4.1 Bidder who has quoted the lowest either for HP Server or for IBM servers or for both will be declared as successful evaluated bidder who will be called L1 Bidder/s for maintenance of the hardware of the respective OEM.

SECTION 9 – TERMS AND CONDITIONS**9.1 Notification of Award/Purchase Order:**

- 9.1.1 After selection of the L1 bidder/s 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/s.
- 9.1.2. Upon the successful Bidder/s accepting the Purchase Order and signing the contract and the Performance Security, if required, and NDA, NPCI will promptly notify each unsuccessful Bidder/s and will discharge all remaining EMDs, if any.

9.2 Signing of Purchase Order:

- 9.2.1 Within 3 days of receipt of Purchase order the successful Bidder shall accept the Purchase Order.
- 9.2.2 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

9.3 Taxes and Duties:

- 9.3.1 All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rate while making any payment.
- 9.3.2 Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc.
- 9.3.3 The benefits realized by bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the bidder to NPCI.

9.4 Penalty for delay in services:

- 9.4.1 Penalty of Rs. 500.00 per day shall be levied if the call is not resolved within 24 hrs or 1 business day,

9.5 Payment Terms:

- 9.5.1 Payment for AMC shall be made quarterly in arrears, within 30 days from the date of receipt of correct Invoice.
- 9.5.2 PAN card details should be furnished before claiming payment.

9.6 Price:

- 9.6.1. There shall be no increase in price for any reason whatsoever.

9.7. Performance Guarantee:

- 9.7.1. The bidder/s shall submit Performance Guarantee equal to 10% of total price of purchase order, valid for 1 year to be renewed on yearly basis as per Annexure- 1, within 14 working days of receipt of Purchase Order.

9.8. Confidentiality and Publicity:

- 9.8.1. Each party undertakes at all times to hold in confidence the Confidential Information of the other party, and use only for the purposes hereof and not to print, publicize or otherwise disclose to any third party. "Confidential Information" of the other party means this RFP, any agreement, purchase order issued to the successful bidder (hereinafter referred to as "**Agreement**"), document, material, idea, data or other information which relates to either the bidder's or NPCI's research and development, trade secrets or business affairs or which is marked as confidential and disclosed or may be disclosed by either party to the other for the purposes hereof. "Confidential Information" of the other party does not however include any document, material, idea, data, or other information which:
1. is known to the receiving party, under no obligation of confidence, at the time of disclosure by the other party; or
 2. is or becomes publicly known through no wrongful act of the receiving party; or
 3. is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the other party; or
 4. is independently developed by the receiving party; or
 5. is required to be disclosed by law or regulatory authority.

Nothing in the Agreement shall be construed to prevent or restrict the bidder or NPCI from disclosing or using in the course of its business any technical knowledge, skill or expertise of a generic nature acquired in the performance of this Agreement.

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

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

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

In the event of termination of the Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure 2 hereof.

9.9. Indemnity

- 9.9.1. The bidder hereby indemnifies, protects and saves NPCI (including its employees, directors or representatives) and holds NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from,

1. an act of omission or commission of the bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services as detailed in the Agreement.
2. breach of any of the terms of the Agreement or breach of any representation or false statement or false representation or inaccurate statement or assurance or covenant by the bidder,
3. bonafide use of the deliverables and or services provided by the bidder,
4. misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
5. claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the bidder, under the Agreement,

6. breach of confidentiality obligations of the bidder,
7. Gross negligence or gross misconduct solely attributable to the bidder or by any agency, contractor, sub-contractor or any of their employees by the bidder for the purpose of any or all of the obligations under the Agreement. The bidder shall further indemnify NPCI against any loss or damage or other intellectual property, and third-party claims on NPCI for malfunctioning of the links at all points of time, provided however,
 - (i) NPCI notifies the bidder in writing immediately on being aware of such claim,
 - (ii) The bidder has sole control of defence and all related settlement negotiations.

8. Loss of Data.

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

The bidder shall indemnify, protect and save NPCI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or the Information Technology Act, 2000 in respect of all the hardware, software and network equipment's or other systems supplied by them to NPCI from whatsoever source, provided NPCI notifies bidder in writing as soon as practicable when NPCI becomes aware of the claim however,

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

The Parties agree that the bidder's total liability under the Agreement shall be limited to a maximum of the total value of the Agreement.

9.10. Liability

- 9.10.1. The selected bidder shall indemnify the NPCI and be liable for loss due to malfunctioning of the equipment or any software as supplied by them. The total liability of the selected bidder under the Agreement shall not exceed the total order value placed on the said vendor.

9.11. Termination of Contract

9.11.1. For Convenience

NPCI by written notice sent to the bidder may terminate the Agreement in whole or in part at any time for its convenience giving six months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which performance of the bidder under the Agreement is terminated and the date upon which such termination become effective.

9.11.2. For Insolvency

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

9.11.3. For Non-performance

NPCI reserves its right to terminate the Agreement in the event the bidder repeatedly fails to maintain the service levels prescribed by NPCI in scope of work of this RFP.

9.11.3. Effect of Termination:

In the event of termination of the Agreement hereunder, NPCI shall pay the bidder all undisputed fees as specified in the SOW/ Purchase Order, for all deliverables until the termination.

9.12. Liquidated Damages

9.12.1. The selected bidder shall indemnify NPCI and be liable for loss due to malfunctioning of the equipment or any software as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.

9.13. Force Majeure

9.13.1. 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 labour 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 SOW, 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 Agreement 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 the Agreement as a result of an Event of Force Majeure.

9.14 Resolution of Disputes:

9.14.1. 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 bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, NPCI and the bidder have been unable to resolve amicably a dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

The dispute resolution mechanism to be applied shall be as follows:

1. In case of Dispute or difference arising between NPCI and the bidder relating to any matter arising out of or connected with the Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Agreement is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the bidder. In case the value of the Agreement is upto Rs. 1.00 Crore, the arbitral tribunal shall consist of sole arbitrator appointed jointly by both the parties.
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 both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. 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.

9.15 Applicable Law:

9.15.1. 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 the 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.

9.15.2. Governing Language: All correspondences and other documents pertaining to this Agreement shall be in English only.

9.16. Addresses for Notices:

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

Managing Director & CEO
National Payments Corporation of India
C-9, 8th Floor, RBI Building,
Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051

Bidder's address for notice purpose:
(To be filled by bidder)

SECTION 10: DOCUMENTS FORMS TO BE PUT IN ENVELOPE 'A'

Annexure – E 1 - Bidder's Letter for EMD

(Envelope-'A')

To

**The Chief Executive Officer
National Payments Corporation of India,
C-9, 8th Floor, RBI Premises,
Bandra Kurla Complex
Bandra(E), Mumbai – 400 051.**

Subject: RFP No.13-14/0020 dated 25.09.2013 for selection of vendor for the "RFP for AMC for Servers"

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. 50,000/- (Rupees Fifty Thousand Only). This EMD is as required by clauses 6.8, 6.9 and 6.10 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:

Annexure – E 2 Bid Security (Bank Guarantee)

(Envelope-‘A’)

[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.13-14/0020 dated 25.09.2013.

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.1, 00,000/- (Rupees One Lakh only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by NPCI during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

- (a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) three months after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

[Signature]

Annexure-- E3 Manufacturers/OEM Vendor Authorizations Form

(Envelope-‘A’)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date:

To:

WHEREAS We _____ are official manufacturers / OEM vendors of _____ having factories at _____ do hereby authorize _____ to submit a bid the purpose of which is to provide support service for the Goods, manufactured by us ____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the services offered by the above entity.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Dated on _____ day of _____, _____

Annexure -- E 4 Bidder's Information

(Envelope-‘A’)

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd/Firm/LLP)			
4	Details of Incorporation/Registration of the Company/Firm/LLP. Certificate to be submitted in Technical bid		Date:	
			Ref #	
5	Details of Commencement of Business		Date:	
			Ref #	
6	Valid Sales tax registration no.			
7	Valid Service tax registration no.			
8	Permanent Account Number (PAN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (with STD Code)			
11	E-Mail of the contact person:			
12	Fax No. (with STD Code)			
13	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
14	Year	2009-10	2010-11	2011-12
15	Net worth			
16	Turn Over			
17	PAT			

Annexure -- E 5 Eligibility Criteria Matrix

(Envelope-'A')

Sr. No.	Description	Complied with statements	Proof attached
1	Registered company under the Companies Act, 1956 or register Partnership Firm or LLP since the last	Yes/No	Proof should be Submitted
2	The bidder should have minimum annual turnover of Rs.75 Lakhs during the last three financial years (2009-10, 2010-11 and 2011-12).	Yes/No	Audited balance sheets & Profit /loss statement to be submitted.
3	The Bidder should be a profit (profit after tax) making Company/Firm/LLP in the last Financial Year i.e. 2011- 2012 (or Calendar year 2011 or the Bidder's Financial Year).	Yes/No	Audited balance sheets & Profit /loss statement to be submitted.
4.	The Bidder should not be currently blacklisted by any Government/Government agency/ Bank/ institution in India or abroad.	Yes/No	Bidder submit clean track declaration separately(Annexure – E 6)
5.	The Bidder should be authorized service provider of OEM equipment.	Yes/No	Manufacturers/OEM Vendor Authorizations form to be attached.(Annexure-E3)
6.	The Bidder should provide two references from clients who have availed services from them.	Yes/No	Proof should be submitted
7	The Bidder should able to provide support at Mumbai and Chennai.	Yes/No	Provide List Of Service Centres

Annexure-E 6 –Declaration Regarding Clean Track by Bidder

(Envelope-‘A’)

(On Company/firm’s Letterhead)

To

The Chief Executive Officer
National Payments Corporation of India
13th Floor, South Side in R-Tech (Building 2),
Pahadi, Goregaon (East),
Mumbai – 400063

Sir,

Re: RFP No. NPCI: RFP: 2013-14/0020 (RFP for AMC for Servers) dated 25.09.2013.

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

Or

I declare the following

No.	Country in which the Company is debarred/blacklisted/case is pending	Black listed/debarred By Government/ Semi Government organizations/ Institutions	Reason	Since when and for how long

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure-T 7 Compliance sheet for Scope of Work

(Envelope-'B')

T 7 (A)

SR. No.	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERVICE WINDOW	YES/ NO	RESOLUTION	YES/ NO
1	Server	1	HP PROLIANT DL580G5	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
2	Server	1	HP PROLIANT DL580G5	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
3	Server	1	HP PROLIANT DL580G5	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
4	Server	1	HP PROLIANT DL580G5	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
5	Server	1	HP PROLIANT DL580G5	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
	TOTAL	5					

T 7 (B)

SR. No.	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERVICE WINDOW	YES/ NO	RESOLUTION	YES/ NO
1	Server	1	IBM X3650M3	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
2	Server	1	IBM X3650M3	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
3	Server	1	IBM X3650M3	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
4	Server	1	IBM X3650M3	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
5	Server	1	IBM X3650M3	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
6	Server	1	IBM SERVER X3650 M3	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
7	Server	1	IBM Server - IBM X 3650 M3	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
8	Server	1	IBM SERVER X3650 M3	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
9	Server	1	IBM Server - IBM X 3650 M3	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
	TOTAL	9					

SECTION 11 – DOCUMENTS TO BE PUT IN ENVELOPE ‘C’**Annexure-C 8 (i) Price Format**

(Envelope ‘C’)

Sr. No.	Location	Make & Model Name	Description	QTY	1 st year AMC Cost (Rs.)	2nd year AMC Cost (Rs.)	3rd year AMC Cost (Rs.)
1	MUMBAI	HP PROLIANT DL580G5	SERVER	1			
2	MUMBAI	HP PROLIANT DL580G5	SERVER	1			
3	MUMBAI	HP PROLIANT DL580G5	SERVER	1			
4	MUMBAI	HP PROLIANT DL580G5	SERVER	1			
5	MUMBAI	HP PROLIANT DL580G5	SERVER	1			
		TOTAL					
		VAT/Sale Tax					
		Service Tax					
		SUB TOTAL					
	GRAND TOTAL (1st Yr+2nd Yr+3rd Yr)						

Annexure-C 8 (ii) Price Format

(Envelope ‘C’)

Sr. No.	Location	Make & Model Name	Description	QTY	1 st year AMC Cost (Rs.)	2nd year AMC Cost (Rs.)	3rd year AMC Cost (Rs.)
1	MUMBAI	IBM X3650M3	SERVER	1			
2	MUMBAI	IBM X3650M3	SERVER	1			
3	MUMBAI	IBM X3650M3	SERVER	1			
4	MUMBAI	IBM X3650M3	SERVER	1			
5	MUMBAI	IBM X3650M3	SERVER	1			
6	CHENNAI	IBM X3650M3	SERVER	1			
7	CHENNAI	IBM X3650M3	SERVER	1			
8	CHENNAI	IBM X3650M3	SERVER	1			
9	CHENNAI	IBM X3650M3	SERVER	1			
		TOTAL					
		VAT/Sale Tax					
		Service Tax					
		SUB TOTAL					
	GRAND TOTAL (1st Yr+2nd Yr+3rd Yr)						

Annexure- C 9 Commercial Bid Form

(Envelope 'C')

(To be included in Commercial Bid Envelope)

To

Date:

NPCI

Dear Sirs,

Re: RFP No. NPCI: RFP: 2013-14/0020 (RFP for AMC for Servers) dated 25.09.2013.

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

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

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

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

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

Dated this..... Day of.....2013

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

ANNEXURE-1 FORMAT: PERFORMANCE BANK GUARANTEE

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

C-9, 8th Floor, RBI Premises, 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.

At the request of the Supplier, We ----- (name of the Bank), the issuing Bank to furnish the details of its incorporation, and having its registered office at ----- and, for the purposes of this Guarantee and where claims are payable, acting through its ---- branch presently situated at ----- -- (hereinafter referred to as "**Bank**" which term shall mean and include, unless to 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 on or before ----- (Date) 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:

- (i) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----- <Amount in figures and words>.
- (ii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within three months of the expiry of the validity period of this Bank Guarantee viz. from -----.
- (iii) 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) 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 the earlier of (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>

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

{Signature of the Authorized representatives of the Bank}

ANNEXURE-2**NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered on this ----- day of -----, 2013 ("**Effective Date**") between

NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at **C-9, 8th Floor, RBI Premises, Bandra-Kurla Complex, Bandra (East) Mumbai-400 051** (Hereinafter referred to as "NPCI", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

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

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

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

NOW THEREFORE

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

Article 1: Purpose

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

(STATE THE PURPOSE)

Article 2: DEFINITION

For purposes of this Agreement, "**Confidential Information**" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

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

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

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: JURISDICTION

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

Article 10: GOVERNING LAW

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

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

This Agreement shall remain valid from the date last written below until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

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

Article 14: GENERAL

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

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

**NATIONAL PAYMENTS CORPORATION OF
INDIA**

Bidders Name

By:

Name:

Designation:

By:

Name:

Designation: