



REQUEST FOR PROPOSAL FOR ENGAGING AGENCY FOR BUSINESS CONTINUITY MANAGEMENT (BCM)

Tender Reference Number: RFP:2012-13/0019 dated 02.11.2012
National Payments Corporation of India
13th Floor, R Tech Park,
Off Western Express Highway,
Nirlon Complex, Near HUB mall ,
Goregaon-East, Mumbai - 400063
Tel: +91-22-40508500
email- itprocurement@npci.org.in
Website: www.npci.org.in

Copyright Notice

Copyright© 2012 by National Payments Corporation of India. All rights reserved.

Disclaimer

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

This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the applicants who are qualified to submit the Bids (“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 of INR 5,618 (Rupees Five thousand Six Hundred Eighteen Only) inclusive of taxes, in Envelope - 'A' towarded cost of RFP.
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 1,00,000/- (Rupees One Lakh Only) towards Bid Security in Envelope - 'A' Earnest Money Deposit (EMD)
3. Eligible, Technical and Commercial Bids prepared in accordance with the RFP document.
4. Envelope 'A' Eligibility Criteria Response.
5. Envelope 'B' Technical Response
6. Envelope 'C' Commercial Bid.
7. Eligibility, Technical and Commercial Bids prepared in accordance with the RFP document.
8. Copy of this RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope - 'B'.
9. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid and any other documents submitted duly sealed and signed by the authorized signatory.
10. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
11. Prices to be quoted in Indian Rupees (INR).

Table of Contents

| | |
|---|-----------|
| COPYRIGHT NOTICE | 2 |
| DISCLAIMER | 3 |
| SECTION 1 - BID SCHEDULE AND ADDRESS | 10 |
| SECTION 2 - INTRODUCTION | 11 |
| 2.1. ABOUT NPCI | 11 |
| 2.2. OBJECTIVE OF THIS RFP | 11 |
| 2.3. COST OF THE RFP | 11 |
| 2.4. DUE DILIGENCE | 11 |
| 2.5. OWNERSHIP OF THIS RFP | 11 |
| SECTION 3 - SCOPE OF WORK..... | 12 |
| 3.1. BCM FRAMEWORK..... | 12 |
| 3.2. RISK ASSESSMENT & BUSINESS IMPACT ANALYSIS | 12 |
| 3.3. BCM STRATEGIES AND BCM PLANS | 13 |
| 3.4. IT DISASTER RECOVERY | 13 |
| 3.5. BCM AWARENESS..... | 13 |
| 3.6. BCM TESTING | 13 |
| 3.7. DOCUMENTATION | 13 |
| 3.8. SINGLE POINT OF CONTACT | 13 |
| SECTION 4 - ELIGIBILITY CRITERIA..... | 14 |
| 4.1. PRE-REQUISITE | 14 |
| 4.2. ELIGIBILITY CRITERIA..... | 14 |
| SECTION 5 - INSTRUCTION TO BIDDERS | 15 |
| A THE BIDDING DOCUMENT..... | 15 |
| 5.1. RFP..... | 15 |
| 5.2. COST OF BIDDING..... | 15 |
| 5.3. CONTENT OF BIDDING DOCUMENT | 15 |
| 5.4. CLARIFICATIONS OF BIDDING DOCUMENTS | 15 |
| 5.5. AMENDMENT OF BIDDING DOCUMENTS | 15 |
| B PREPARATION OF BID | 16 |
| 5.6. BID PRICE..... | 16 |
| 5.7. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY | 16 |
| 5.8. RETURN OF EMD | 16 |
| 5.9. FORFEITURE OF EMD | 16 |
| 5.10. PERIOD OF VALIDITY OF BIDS..... | 17 |
| 5.11. EXTENSION OF PERIOD OF VALIDITY | 17 |
| 5.12. FORMAT OF BID | 17 |
| 5.13. SIGNING OF BID | 17 |
| 5.14. 3-ENVELOPE BIDDING PROCESS | 17 |
| 5.15. CONTENTS OF THE 3 ENVELOPES..... | 18 |
| 5.16. BID SUBMISSION..... | 19 |
| 5.17. BID CURRENCY | 19 |
| 5.18. BID LANGUAGE | 19 |
| 5.19. REJECTION OF BID | 19 |

| | | |
|--|---|----|
| 5.20. | DEADLINE FOR SUBMISSION | 19 |
| 5.21. | EXTENSION OF DEADLINE FOR SUBMISSION OF BID | 19 |
| 5.22. | LATE BID | 19 |
| 5.23. | MODIFICATIONS AND WITHDRAWAL OF BIDS | 19 |
| 5.24. | RIGHT TO REJECT, ACCEPT/CANCEL THE BID | 20 |
| 5.25. | RFP ABANDONMENT | 20 |
| 5.26. | BID EVALUATION PROCESS..... | 20 |
| 5.27. | CONTACTING NPCI..... | 20 |
| SECTION 6 - BID OPENING | 21 | |
| 6.1. | OPENING OF BIDS..... | 21 |
| 6.2. | STAGE 1 - OPENING OF ENVELOPES A & B..... | 21 |
| 6.3. | STAGE 2 - OPENING OF ENVELOPE C | 21 |
| SECTION 7 - BID EVALUATION | 22 | |
| 7.1. | PRELIMINARY EXAMINATION OF BIDS | 22 |
| | THE TECHNICAL EVALUATION WILL BE BASED ON THE FOLLOWING BROAD PARAMETERS: | 22 |
| 7.2. | EVALUATION OF COMMERCIAL BIDS..... | 23 |
| 7.3. | SUCCESSFUL EVALUATED BIDDER..... | 23 |
| SECTION 8 - TERMS AND CONDITIONS | 24 | |
| 8.1. | DEFINITIONS | 24 |
| 8.2. | NOTIFICATION OF AWARD OR PURCHASE ORDER..... | 24 |
| 8.3. | PERFORMANCE BANK GUARANTEE..... | 24 |
| 8.4. | TAXES AND DUTIES..... | 24 |
| 8.5. | DELIVERY SCHEDULE: | 25 |
| 8.6. | PENALTY FOR DEFAULT IN DELIVERY..... | 25 |
| 8.7. | PAYMENT TERMS..... | 25 |
| 8.8. | PRICE..... | 25 |
| 8.9. | EXTENSION OF PURCHASE ORDER & REPEAT ORDER..... | 25 |
| 8.10. | CONFIDENTIALITY | 25 |
| 8.11. | INTELLECTUAL PROPERTY RIGHTS:..... | 25 |
| 8.12. | FACILITIES PROVIDED BY NPCI: | 25 |
| 8.13. | NO DAMAGE OF NPCI PROPERTY | 26 |
| 8.14. | INDEMNITY | 26 |
| 8.15. | BIDDER'S LIABILITY | 27 |
| 8.16. | LIQUIDATED DAMAGES..... | 27 |
| 8.17. | FRAUDULENT AND CORRUPT PRACTICE | 27 |
| 8.18. | FORCE MAJEURE..... | 28 |
| 8.19. | PURCHASE ORDER CANCELLATION | 28 |
| 8.20. | TERMINATION OF CONTRACT..... | 28 |
| 8.21. | RESOLUTION OF DISPUTES | 29 |
| 8.22. | GOVERNING LAW | 29 |
| 8.23. | APPLICABLE LAW | 29 |
| 8.24. | ADDRESSES FOR NOTICES..... | 29 |
| SECTION 9 - DOCUMENTS FORMS TO BE PUT IN ENVELOPE 'A' | 31 | |
| ANNEXURE A1 - BIDDER'S LETTER FOR EMD / BID SECURITY | 31 | |
| ANNEXURE A2 - BID SECURITY (BANK GUARANTEE)..... | 32 | |

| | |
|---|----|
| ANNEXURE B - BID OFFER FORM (WITHOUT PRICE) | 33 |
| ANNEXURE C - BIDDER'S INFORMATION | 35 |
| ANNEXURE D - ELIGIBILITY CRITERIA RESPONSE | 36 |
| ANNEXURE E - DECLARATION FOR ACCEPTANCE OF RFP TERMS AND CONDITIONS | 37 |
| ANNEXURE F - DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK | 38 |
| ANNEXURE G - FORMAT POWER OF ATTORNEY | 39 |
| ANNEXURE H - LETTER OF UNDERTAKING | 40 |
| ANNEXURE I - PRE-QUALIFICATION BID LETTER | 41 |
| ANNEXURE J - DECLARATION REGARDING CLEAN TRACK BY BIDDER | 42 |
| ANNEXURE T - TECHNICAL EVALUATION | 43 |
| SECTION 10 - TO BE PUT IN ENVELOPE ' B' | 44 |
| ANNEXURE T1 - BIDDER'S EXPERIENCE | 44 |
| ANNEXURE T2 - CLIENT DETAILS | 45 |
| SECTION 11 - TO BE PUT IN ENVELOPE ' B' | 46 |
| ANNEXURE C1 - COMMERCIAL OFFER FORM | 46 |
| ANNEXURE C2 - COMMERCIAL FORMAT | 47 |
| ANNEXURE K - PROFORMA OF BANK GUARANTEE | 48 |
| ANNEXURE L - NON-DISCLOSURE AGREEMENT | 50 |

Abbreviations and Acronyms

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

BCM - Business Continuity Management

AMC - Annual Maintenance Contract

BG - Bank Guarantee

DR - Disaster Recovery

EMD - Earnest Money Deposit

HA - High Availability

IPO - Intellectual Property Owner

IPR - Intellectual Property Rights

NPCI - National Payments Corporation of India

OEM - Original Equipment Manufacturer

RFP - Request for Proposal in Context

PBG - Proforma Bank Guarantee

SI - System Integrator

SME - Subject Matter Expert

WAN - Wide Area Network

CISA - Certified Information Systems Auditor

CISSP - Certified Information Systems Security Professional

CISM - Certified Information Systems Manager

BCCP - Business Continuity Certified Planner

CBCP - Certified Business Continuity Professional

Section 1 - BID Schedule and Address

| Sr. No. | Description | Detailed Information |
|---------|---|---|
| 1 | Name of Project | Engaging Agency for BCM |
| 2 | Tender Reference Number | NPCI:RFP:2012-13/0019 dated 02.11.2012 |
| 3 | Date of release of Bidding Document (Document can be downloaded from NPCI website) | 02.11.2012 |
| 4 | Last date and time of receiving vendor Pre-bid clarifications in writing | 19.11.2012, 6.30 PM |
| 5 | Pre Bid Meeting | No |
| 6 | Address Bid submission | National Payments Corporation of India 13th Floor, R Tech Park, Off Western Express Highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063 |
| 7 | Last date and time for Bid Submission | 27.11.2012, 3.00PM |
| 8 | a) Date and Time of Opening Envelope A & B i.e. Eligibility criteria & Technical Response b) Date and time of opening Envelope C i.e. Commercial Bid | 27.11.2012, 3.30 PM Will be intimated later to the eligible & technical qualify Bidders. |
| 9 | Place for Eligibility, Technical & Commercial Bid Opening. | National Payments Corporation of India 13th Floor, R Tech Park, Off Western Express Highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063 |
| 10 | 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 |
| 11 | Bid Related Queries | Mr. Amit Sahasrabudhe +91 8108108689 Email:amit.sahasrabudhe@npci.org.in Mr. Prashant Awale: +91 8108108650 Email:prashant.awale@npci.org.in Mr. Vinay Tiwari +91 8108122828 Email:vinay.tiwari@npci.org.in |
| 12 | Bid Cost | Rs 5,618.00 (inclusive of Service Tax @ 12.36%) |
| 13 | Bid Security | Rs.1,00,000/- |

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Date and Time & address for Commercial Bid Opening will be intimated later to the eligible Bidders.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" of amount Rs.5,618.00 (i.e. Rs.5,000.00 +Service Tax@12.36%) (Non-Refundable) payable at Mumbai.

Section 2 - Introduction

2.1. About NPCI

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

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 objectives of NPCI are to operate for the benefit of all the Member Banks and the common man at large.

2.2. Objective of this RFP

NPCI has various business verticals to process variety of retail payments prevailing in India today. NPCI has implemented multiple strategic applications that are supporting country's banking & finance industry. NPCI has already established BCP for one division "NFS Operations" and NPCI intends to expand the same to create complete NPCI wide BCM. NPCI proposes to engage an agency to establish a robust and effective Business Continuity Management (BCM) framework at NPCI by meeting BCM standards ISO 22301.

2.3. Cost of the RFP

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

The Bidders shall submit the bids at NPCI's office on 13th Floor, R Tech Park, Off Western Express Highway, Nirlon Complex, Near HUB Mall, Goregaon-East, Mumbai- 400063, along with non-refundable amount of Rs. 5,618.00 (Inclusive service tax@12.36%) (INR Five thousand six hundred and eighteen only), payable in the form of Demand Draft/Pay order from any scheduled commercial bank in India favouring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai in envelope A- Eligibility Criteria Response.

This RFP document is non-transferable and the cost of RFP documents is non-refundable.

2.4. Due Diligence

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 grounds for rejection of Bid should not be questioned 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 on paper or electronic media without prior written permission from NPCI.

Section 3 - Scope of Work

3.1. BCM Framework

This should cover the following activities:

- ✓ Identify and document the scope of BCM
Service Provider needs to identify functional areas and processes to be covered in the scope of BCM and document the scope of BCM as per ISO 22301 certification requirement.
- ✓ Build BCM Governance Structure
Service Provider shall propose BCM framework and governance structure in alignment of the business goals of NPCI.
- ✓ Prepare BCM Charter
Service Provider needs to prepare a BCM Charter for the project including detailed project execution plan, escalation matrix, and status reporting formats.
- ✓ Conduct ISO 22301 Gap Assessment
Service Provider shall conduct gap assessment against the ISO 22301 standard and provide the current status of BCM to NPCI management.
- ✓ Prepare and Update BCM Policy
Service Provider needs to review NPCI's Business Continuity Management Policy. Suggest improvements if any.

3.2. Risk Assessment & Business Impact Analysis

This should typically cover the following activities:

- ✓ Define Risk Assessment Methodology
Service Provider shall define and document the Risk Assessment Methodology for risk identification on contingency of business.
- ✓ Conduct Risk Assessment
 - Service Provider shall conduct the detailed Risk Assessment across all business functions and processes covered under the scope.
 - Service Provider shall provide and present the RA report to the NPCI management.
- ✓ Define Business Impact Analysis (BIA)
 - Service Provider shall define and document the Business Impact Analysis approach.
 - The templates should be detailed and should cover all the specific requirements of the ISO 22301 standard.
 - The template should cover further requirements that are required for banking, financial organization.
 - The template for BIA will be reviewed against the ISO 22301 requirement and will be used after approval from the NPCI IS team.
- ✓ Conduct Business Impact Analysis (BIA)
 - Service Provider shall identify the key business activities and contingency requirement by conducting the BIA for all business functions and processes covered under the scope.
 - The scope of coverage of the BIA would be the entire organization
 - Independent BIA sheet shall be generated for each of the business departments / teams as decided in discussion with NPCI IS team.

- Use of applications, automation tool, and utilities should be mapped to each of the business processes, activities, business departments.

3.3. BCM Strategies and BCM Plans

This should typically cover the following activities:

- ✓ Define Organization BCM Strategy
 - Based on the RA & BIA results, Service Provider shall define and document the BCM Strategy for NPCI to be considered.
- ✓ Define BCM Plans & Procedure across organization
 - Service Provider shall define and document detailed plans and procedure for all business functions and location covered under the scope. Plan and procedures shall include (but not limited to) invocation plan, crisis management plans, call trees and department plans.

3.4. IT Disaster Recovery

- ✓ Current Readiness of the ITDR Setup
 - Service Provider shall assess the readiness of the current ITDR setup and determine if it meets the requirements identified in the BIA. Service Provider should propose detailed strategies as remediation for any of the gaps identified.
- ✓ ITDR Strategies and Plans
 - Service Provider would be responsible for preparation of ITDR Plans.

3.5. BCM Awareness

This phase should include the following activities:

- ✓ BCM Awareness & Training Programs
 - Service Provider shall conduct the awareness sessions for different audience of NPCI at all NPCI locations.
 - Service Provider may also propose the automated solutions for periodic awareness for staff.

3.6. BCM Testing

This phase should cover the following activities:

- ✓ Conduct BCM Testing
 - Service Provider shall develop the testing framework for BCM. Service Provider shall also help NPCI to conduct one full round of BCM test & carry out the changes if any, found during testing.

3.7. Documentation

All documentation required for tasks detailed in section 3 and otherwise related to BCM need to be completed & submitted to NPCI by the Service Provider.

3.8. Single Point of Contact

The short listed L1 Bidder shall appoint a single point of contact with whom NPCI will deal for any activity pertaining to the requirements of this RFP.

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 tender document. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully implement the replication solution and support services sought by NPCI for the entire period of the contract. 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.

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below:

4.2. Eligibility Criteria

1. The bidder should be a Company registered under the Companies Act 1956 for the last 3 years.
2. The bidder should have minimum annual turnover of Rs. 25 Cr. per year in the last 3 financial years i.e. 2009-10, 2010-11 and 2011-12 (or Calendar year 2009, 2010, 2011 or the Bidder's financial years).
3. The bidder should be a profit making company in the last financial year i.e. 2011-12 (or Calendar year 2011 or the Bidder's financial year).
4. The bidder should provide satisfactory performance certificates from two customers where the bidder has implemented Business Continuity Management during last 5 Years
5. The bidder should not be currently blacklisted by any bank / institution in India or abroad.

Failure to provide the desired information and documents may lead to disqualification of the Bidder.

Section 5 - Instruction to Bidders

A The Bidding Document

5.1. RFP

- a) RFP shall mean Request for Proposal.
- b) Bid, Tender and RFP are interchangeably used to mean the same.
- c) The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.
- d) NPCI reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document.
- e) The Bidder must disclose any actual or potential conflict of interest with NPCI.

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 one envelope containing 3 separate envelopes, i.e. Envelopes A, B and C. The contents of the Envelopes are given in clause 5.14.

5.4. Clarifications of Bidding Documents

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

The Bidders shall 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) |
|--------|--------------------|---------|-----------|--------------------|----------------------|----------------------------|
| | | | | | | |
| | | | | | | |

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 as a result of such queries shall be made by NPCI by issuing an Addendum, which will be hosted on NPCI's website.

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/corrigenda 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/corrigenda had been taken into account by the Bidder in its Bid.

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

Prices quoted in the Bid should include all costs including all applicable taxes, duties levies, VAT/Sales Tax/Service Tax, fees etc. whatsoever, except Octroi.

The VAT/Sales Tax/Service Tax should be shown separately in the Price Schedule.

5.7. Earnest Money Deposit (EMD) / Bid Security

The Bidder shall submit Earnest Money Deposit of Rs.1 lakh (Rupees one lakh only) in the form of a Demand Draft / Pay order from a scheduled bank in India in favor of "National Payments Corporation of India" payable at Mumbai, or by way of a Bank Guarantee valid for 180 days issued by a scheduled commercial bank as per format in Annexure A1 or A2.

No interest will be paid on the EMD.

5.8. Return of EMD

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

5.9. Forfeiture of EMD

The EMD made by the Bidder will be forfeited if:

- a) The Bidder withdraws his Bid before opening of the bids.
- b) The Bidder withdraws his Bid after opening of the bids but before Notification of Award.
- c) The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
- d) The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- f) Failure to accept the order by the Selected Bidder within 7 days from the date of receipt of the Notification of Award / Purchase Order makes the EMD liable for

forfeiture at the discretion of NPCI. However NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

- g) Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, NPCI at its discretion may cancel the Order placed on the selected bidder without giving any notice.

5.10. Period of Validity of Bids

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

5.11. Extension of Period of Validity

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

5.12. Format of Bid

The Bidders shall prepare one hard copy of the entire Bid and one 'soft copy' of the Technical Bid marking it as "Technical Bid - Soft Copy".

5.13. Signing of Bid

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

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

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

The Bid shall be signed by a person or persons duly authorized to bind the Bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure G) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.

C Submission of Bid

5.14. 3-Envelope Bidding process

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

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '***Request for Proposal (RFP) for Engaging Agency for BCM***'

The inner and outer envelopes shall

- a) be addressed to NPCI at the address mentioned in Section 1

- b) The inner envelopes shall indicate the name and address of the Bidder.
- c) If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the Bid's misplacement or premature opening.

5.15. Contents of the 3 Envelopes

Envelope 'A' should be super scribed as '**Eligibility Criteria**'. The following documents duly placed in a file shall be inserted inside Envelope A:

- a) Cost of Bid document in the form of Demand Draft/Pay order drawn in favour of "National Payments Corporation of India" for Rs.5,618. 00 (i.e. Rs. Five thousand six hundred and eighteen only inclusive of Service Tax @ 12.36%)
- b) Bid Earnest Money in the form of Demand Draft / Pay Order - Annexure A1.
OR
Bid Earnest Money in the form of Bank Guarantee - Annexure A2.
- c) Bid Offer form (without price) - Annexure B.
- d) Bidder Information - Annexure C
- e) Eligibility Criteria Response Sheet - Annexure D
- f) Declaration of Acceptance of Terms and Conditions - Annexure E
- g) Declaration of Acceptance of the Scope of Work - Annexure F
- h) Power of Attorney or Board Resolution for Signing of Bid - Annexure G
- i) Letter of Undertaking - Annexure H
- j) Pre-Qualification Bid Letter - Annexure I
- k) Declaration Regarding Clean Track by Bidder - Annexure J
- l) Last three years audited balanced sheet and profit and loss statements.
- m) Satisfactory performance certificates from two customers where the bidder has implemented BCM during last 5 years.
- n) Satisfactory documentation in respect of experience of resources along with their bio-data and credentials.

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

The following documents duly placed in a file, shall be inserted inside Envelope B:

- a) Bidders Experience - Annexure T1
- b) Client details for Reference- Annexure T2
- c) Line item wise Masked Price Bid.
- d) RFP document sealed and signed by authorized signatory.

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

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

- a) Commercial Offer Form - Annexure C1
- b) Commercial Proposal - Annexure C2

(The commercial proposal should be inclusive of all taxes such as value added tax, sales tax, service tax, excise, duties etc.) Octroi, if applicable, shall be paid at actual against original receipt

5.16. Bid Submission

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 given in the RFP.

5.17. Bid Currency

All prices shall be expressed in Indian Rupees only.

5.18. Bid Language

The Bid shall be in English Language.

5.19. Rejection of Bid

The Bid is liable to be rejected if:

- a) The document doesn't bear signature of authorized person.
- b) It is received through Telegram/Fax/E-mail.
- c) It is received after expiry of the due date and time stipulated for Bid submission.
- d) Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by NPCI.

No Bid shall be rejected at bid opening, except for late bids.

5.20. Deadline for Submission

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

5.21. Extension of Deadline for submission of Bid

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

5.22. Late Bid

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

5.23. Modifications and Withdrawal of Bids

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

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

5.24. Right to Reject, Accept/Cancel the bid

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

NPCI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, 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.

5.25. RFP Abandonment

NPCI may at its discretion abandon this RFP process any time before Notification of Award or Purchase Order.

5.26. Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1 - Envelopes A & B will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

Stage 2 - Envelope C will be evaluated for those Bidders who qualify the Eligibility Criteria and Technical Criteria in Stage 1.

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

Section 6 - Bid Opening

6.1. Opening of Bids

Bids will be opened in 2 stages:

- a. Stage 1 - In stage 1 only Envelopes A & B will be opened
- b. Stage 2 - In stage 2 only Envelope C will be opened

6.2. Stage 1 - Opening of Envelopes A & B

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

The representatives of the Bidders have to produce an authorization letter / identity card from the Bidders by way of letter or email to represent them at the time of opening of 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.

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

Only those Bids which meet eligibility and technical criteria will qualify for commercial evaluation.

6.3. Stage 2 - Opening of Envelope C

Those Bidders who meet the eligibility criteria and technical criteria will be intimated by email, the date, time and address for opening of the Commercial Bids.

The representatives of the Bidder have to produce an authorization letter from the Bidders by way of letter or email to represent them at the time of opening of 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.

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

Section 7 - Bid Evaluation

7.1. Preliminary Examination of Bids

The evaluation process would consider whether the bidder has requisite prior experience and expertise to address NPCI's requirements and objectives. NPCI will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the Bid document, whether the documents have been properly signed, and whether bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the next 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 the Bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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.

Written replies submitted in response to the clarifications sought by NPCI, if any, will be reviewed.

NPCI may interact with the Customer references submitted by Bidder, if required.

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.

Evaluation of Technical Bids

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

- a) Compliance to Scope of Work (requirements) as specified in the RFP.
- b) 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.
- c) Written replies submitted in response to the clarifications sought by NPCI, if any, will be reviewed.
- d) Presentations on the skills, services provided etc., from the short-listed Bidders. Such presentations will become part of the technical evaluation.
- e) NPCI may interact with the Customer references submitted by bidder, if required.
- f) Documentary evidence for the scope of work already executed by the bidder.
- g) The bidder should have experienced and skilled professionals having certifications (e.g. BCCP, CBCP, CISA, CISSP, and CISM) to carry out BCM implementation at NPCI. Comparison of Skilled resources will be done based on the no. of resources with desired certifications.

Technical evaluation matrix is given in Annexure - T.

Bidders scoring more than or equal to 70% will qualify for Commercial Bid opening.

7.2. Evaluation of Commercial Bids

7.2.1 Commercial bids of only the Bidders who have cleared the technical evaluation will be opened and evaluated.

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

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

7.3. Successful Evaluated Bidder

After completing internal approval process, Bidder whose Bid Price is the lowest will be declared as successful evaluated bidder who will be called L1 Bidder.

Section 8 - Terms and Conditions

8.1. Definitions

“Contract” means the Contract Agreement entered into between NPCI and the Bidder.

“Contract Period” means the period mentioned in the Contract.

“Contract Price” means the price or prices arrived at which will form the Contract Agreement.

“Intellectual Property Rights (IPR)” means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.

“Bidders” means bidder selected through this RFP process.

“Project” means the entire scope of work as defined in the RFP.

8.2. Notification of Award or Purchase Order

After selection of the L1 Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award or Purchase Order to the selected Bidder.

Upon the successful Bidder accepting the Purchase Order and signing the contract and NDA, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

8.3. Performance Bank Guarantee

Performance Bank Guarantee shall be equal to 10 % of the Purchase Order value valid for the contract period of the PO. Successful Bidder will submit Performance Bank Guarantee as per NPCI format attached vide Annexure-K hereto, within 14 days of receipt of the Notification of Award or Purchase Order. Upon the receipt of Performance Bank Guarantee, NPCI will discharge EMD of the Successful Bidder.

8.4. Taxes and Duties

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

Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax/Service Tax, insurance, service taxes etc. Octroi, if applicable shall be paid extra at actual against original Octroi receipt.

The benefits realized by the Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the selected Bidder to NPCI.

8.5. Delivery Schedule:

The services should start within 1 week from the date of Notification of Award of Contract or Purchase Order and should be completed within a period of 12 weeks.

8.6. Penalty for Default in Delivery

In case the services not completed within the period of 12 weeks or any extended period (in writing) by NPCI then penalty would be imposed at a rate of INR 5000/- for every week of delay.

8.7. Payment Terms

100% payment shall be made after the completion of the BCM as mentioned in Section 3 - Scope of Work and accepted by NPCI officer.

8.8. Price

Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever. Therefore no request for any escalation of the cost / price shall be entertained.

8.9. Extension of Purchase Order & Repeat order

The term of this Contract shall be for a period from the date of providing of BCM and acceptance of the same by NPCI. NPCI reserves the right to extend the contract subsequently. NPCI has also right to place repeat order to the Bidder for any of the services mentioned in the Purchase Order.

8.10. Confidentiality

The Bidder and subcontractors if any shall (whether or not he submits the tender) 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 Annexure L hereto.

8.11. 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 contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

8.12. Facilities Provided by NPCI:

NPCI shall provide seats, with required facilities like desktop/laptop, 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.

8.13. 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.

8.14. 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 directly or indirectly from

- a) 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 provided by this Agreement,
- b) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- c) bonafide use of the deliverables and or services provided by the Bidder,
- d) 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,
- e) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Agreement,
- f) breach of confidentiality obligations of the Bidder,
- g) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this Agreement.

The Bidder shall further indemnify NPCI against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on NPCI for malfunctioning of the equipment or software or deliverables at all points of time, provided however, NPCI notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.

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

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

- a) Non-compliance of the Bidder with Laws / Governmental Requirements.
- b) Intellectual Property infringement or misappropriation.
- c) Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
- d) Breach of any terms of Agreement, Representation or Warranty.
- e) Act of omission or commission in performance of service.
- f) Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities,

compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

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

- a) the Bidder has sole control of the defense and all related settlement negotiations
- b) NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
- c) 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.

8.15. Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

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.

8.16. Liquidated Damages

Due to negligent act of the Bidder, if NPCI suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder shall agree to pay such liquidated damages as defined hereunder:

The total amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract.

8.17. Fraudulent and Corrupt Practice

- a) "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 Bidders (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.

- b) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- c) 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.

8.18. Force Majeure

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

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

8.19. Purchase 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;

- a. Serious discrepancy observed during performance as per the scope of project
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by NPCI to the Bidder 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 contract and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.

8.20. Termination of Contract

- a. **For Convenience:** NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving one months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder’s performance under the contract is terminated and the date upon which such termination become effective
- b. **For Insolvency:** NPCI may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI.
- c. **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).

8.21. 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 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 find themselves unable to resolve amicably a Contract 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, arbitration/ mediation by a third party and/or adjudication in an agreed national forum.

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

- a) In case of Dispute or difference arising between NPCI and the Bidder relating to any matter arising out of or connected with the agreement to be executed later, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. 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; In case of Dispute or difference arising between NPCI and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Supplier. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Supplier
- b) 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; and
- c) 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 agreement between the parties.

8.22. Governing Law

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

8.23. Applicable Law

The Contract to be executed between NPCI and successful Bidder shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of NPCI falls.

8.24. Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

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

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

Section 9 - Documents forms to be put in Envelope 'A'

Annexure A1 - Bidder's Letter for EMD / Bid Security

To

The Chief Executive Officer
National Payments Corporation of India,
C-9, 8th Floor, RBI Premises,
BandraKurla Complex
Bandra, Mumbai - 400 051.

Subject: RFP No. NPCI: RFP: 2012-13/0019 dated 2nd Nov 2012 for “Request for Proposal (RFP) for Engaging Agency for BCM”

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.1 lakh (Rupees one lakh only). This EMD is as required by clauses 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:

Annexure A2 - Bid Security (Bank Guarantee)

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

National Payments Corporation of India,
C-9 8th Floor, RBI Premises,
BandraKurla Complex,
Mumbai - 400 051

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

Subject: RFP No. NPCI: RFP: 2012-13/0019 dated 2nd Nov., 2012 for "Request for Proposal (RFP) for Engaging Agency for BCM"

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 the terms of the Request for Proposal.

[signature(s)]

Annexure B - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

To

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

Dear Sir,

Subject: RFP No. NPCI: RFP: 2012-13/0019 dated 2nd Nov., 2012 for “Request for Proposal (RFP) for Engaging Agency for BCM”

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

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

| Addendum No. / Corrigendum No. | Dated |
|--------------------------------|-------|
| | |
| | |

While submitting this bid, we certify that:

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

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

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

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

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

As security for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. _____dated _____ drawn in favor of “National Payments Corporation of India” or Bank Guarantee valid for ____days for an amount of Rs.1,00,000 (Rs. One Lakhs 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's Information

| Details of the Bidder | | | | |
|---|---|---------|---------|---------|
| 1 | Name of the Bidder (Prime) | | | |
| 2 | Address of the Bidder | | | |
| 3 | Status of the Company (Public Ltd/ Pvt. Ltd) | | | |
| 4 | Details of Incorporation of the Company. | | 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 | | | |

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Annexure D - Eligibility Criteria Response

| Sr. No. | Eligibility Criteria | Response Document |
|---------|--|--|
| 1 | The bidder should be a Company registered under the Companies Act 1956 for the last 3 years. | Company incorporation Certificate. |
| 2 | The bidder should have minimum annual turnover of Rs. 25 Cr. per year in the last 3 financial years i.e. 2009-10, 2010-11 and 2011-12 (or Calendar year 2009, 2010, 2011 or the Bidder's financial years). | This must be supported by audited financial statements (Reports) for the financial year 2009-10, 2010-11 and 2011-12 (or Calendar year 2009, 2010, 2011 or the Bidder's financial years) |
| 3 | The bidder should be a profit (profit after tax) making company in the last financial year i.e. 2011-12 (or Calendar year 2011 or the Bidder's financial year). | This must be supported by audited financial statements (Reports) for the financial year 2011-12 or Calendar year 2011 or the Bidders' last financial year. |
| 4 | The bidder should provide satisfactory performance certificates from two customers where the bidder has implemented Business Continuity Management during last 5 Years | 2 Customer reference letters. |
| 5 | The bidder should not be currently blacklisted by any bank / institution in India or abroad. | Declaration as per format attached- Annexure J |

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Annexure E - Declaration for Acceptance of RFP Terms and Conditions

To

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

Sir,

Subject: RFP No. NPCI: RFP: 2012-13/0019 dated 2nd Nov., 2012 for “Request for Proposal (RFP) for Engaging Agency for BCM”

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

Yours faithfully,

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

Annexure F - Declaration for Acceptance of Scope of Work

To

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

Sir,

Re: Subject: RFP No. NPCI: RFP: 2012-13/0019 dated 2nd Nov., 2012 for “Request for Proposal (RFP) for Engaging Agency for BCM”

.

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure 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 Mr _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “_____” in response to the RFP No. _____ 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 _____ 2012.

For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

Annexure H - Letter of Undertaking

(On Bidder's Letter Head)

To

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

Sir,

Reg.: Our bid for Request for Proposal (RFP) for **Engaging Agency for BCM**

We submit our Bid Document herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by you to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Dated at _____ this _____ day of _____ 2012.

Yours faithfully

For _____

Signature: _____

Name: _____

Annexure I - Pre-Qualification Bid Letter

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. NPCI: RFP: 2012-13/0019 dated 2nd Nov, 2012 for “Request for Proposal (RFP) for Engaging Agency for BCM”.

We, the undersigned Bidders, having read and examined in detail all the RFP documents do hereby propose to provide the services as specified in the RFP document dated 02/11/2012 along with the following:

a. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft / Bank Guarantee for the sum of Rs. _____/- (Rupees _____only). This EMD is liable to be forfeited in accordance with the provisions of the *Terms and Conditions* of the Contract.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.
Thanking you,
Yours faithfully,

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

Annexure J - Declaration regarding Clean Track by Bidder

(On Bidder's Letterhead)

To

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

Sir,

Re: RFP No. NPCI: RFP: 2012-13/0019 dated 2nd Nov., 2012 for “Request for Proposal (RFP) for Engaging Agency for BCM”

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

Or

I declare the following

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

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure T - Technical Evaluation

| Sr. No. | Technical Evaluation | Expected Response from Bidder | Marks |
|---------|---|---|------------|
| 1 | Proposal on Scope of Work (requirements) as specified in the RFP. | Proposal Document | 20 |
| 2 | Presentations on the skills, services provided for Business Continuity Management. | Presentation will be scheduled and communicated to all bidders. | 20 |
| 3 | Customer references submitted by bidder | Document detailing customer references. | 20 |
| 4 | Documentary evidence for the scope of work already executed by the bidder. | Documentary Evidence. | 20 |
| 5 | Experienced and skilled professionals having certifications (e.g. BCCP, CBCP, CISA, CISSP, and CISM) to carry out BCM implementation at NPCI. Comparison of Skilled resources will be done based on the no. of resources with desired certifications. | Summary Document and copy of individual certificates. Please mention the no. of professionals and their certifications in summary. | 20 |
| | Total | | 100 |

Bidders scoring more than or equal to 70% will qualify for Commercial Bid opening.

Section 10 - To be put in Envelope ' B'

Annexure T1 - Bidder's Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm/company. The brief description should include ownership details, date and place of incorporation of the company/firm, objectives of the company/firm etc.

B - Bidder's Experience

[Using the format below for each Project for which your company/firm was legally contracted either individually as a corporate entity for supplying licenses and implementing replication solution :

| Sr.No. | Particulars | Details |
|--------|---|---------|
| 1. | Name of the Project | |
| 2. | Approximate cost of contract/Project cost | |
| 3. | Institute /Company | |
| 4. | Duration of Project (months) | |

Note: Please provide documentary evidence from the client wherever applicable.

Signature: _____

Name: _____

Designation: _____

Date: _____ Place _____

Annexure T2 - Client Details

Provide details the client details wherever available:

| S. No. | Name of Institution | Contact Person Name and Designation | Contact Details with e-mail | Preferable time to contact |
|--------|---------------------|-------------------------------------|-----------------------------|----------------------------|
| | | | | |
| | | | | |

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Date: _____, Place _____

Section 11 - To be put in Envelope ' B'

Annexure C1 - Commercial Offer Form

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope only)

To

Date:

NPCI

Dear Sirs,

Re: RFP No. NPCI: RFP: 2012-13/0019 dated 2nd Nov., 2012 for "Request for Proposal (RFP) for Engaging Agency for BCM"

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

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 signed with the selected bidder, this Bid 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.....2012.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure C2 - Commercial Format

| S. No | Particulars | Quantity | Unit cost | Tax | Total |
|-------|--|----------|-----------|-----|-------|
| 1 | Professional Service charges for BCM as per SOW. | LS | | | |
| | Total | | | | |

Annexure K - Proforma of Bank Guarantee

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

(Please insert complete address)

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 L - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 2012 (“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**

Successful Bidder Name

By:

By:

Name:

Name:

Designation:

Designation: