



भारतीय राष्ट्रीय भुगतान निगम  
NATIONAL PAYMENTS CORPORATION OF INDIA

---

# ***REQUEST FOR PROPOSAL FOR HIRING OF DATA CENTER SPACE AT HYDERABAD***

---

***Tender Reference Number: RFP:2012-13/0007 dated 03.07.2012***

***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](mailto:itprocurement@npci.org.in)***

***Website: [www.npci.org.in](http://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 for Rs.5,618.00 (i.e. Rs.5,000+Service Tax@12.36%) (Rs.Five Thousand Six Hundred Eighteen only) towards cost of Bid document in Envelope - 'A'
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 5,00,000/- (Rupees Five 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. Envelop 'B' Technical Response
6. Envelope 'C' Commercial Bid.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
8. Copy of this RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope - 'A'.
9. Prices to be quoted in Indian Rupees (INR).
10. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
11. All the pages and submitted document as part of Bid must be duly sealed and signed by the authorized signatory.

## Table of Contents

<b>COPYRIGHT NOTICE .....</b>	<b>2</b>
<b>DISCLAIMER .....</b>	<b>3</b>
<b>IMPORTANT DETAIL ABOUT RFP .....</b>	<b>4</b>
<b>CHECKLIST.....</b>	<b>5</b>
ABBREVIATIONS AND ACRONYMS .....	9
<b>SECTION 1 - BID SCHEDULE AND ADDRESS .....</b>	<b>10</b>
<b>SECTION 2 - INTRODUCTION .....</b>	<b>11</b>
2.1. ABOUT NPCI .....	11
2.2. OBJECTIVE OF THIS RFP .....	11
2.3. COST OF THE RFP .....	11
2.4. DUE DILIGENCE.....	12
2.5. OWNERSHIP OF THIS RFP .....	12
<b>SECTION 3 - SCOPE OF WORK.....</b>	<b>13</b>
3.0. SCOPE OF WORK.....	13
3.1. FACILITIES.....	13
3.2. SERVER AND NETWORK RACKS REQUIREMENTS.....	14
3.3. SINGLE POINT OF CONTACT .....	15
<b>SECTION 4 - ELIGIBILITY CRITERIA.....</b>	<b>16</b>
4.1. PRE-REQUISITE .....	16
4.2. ELIGIBILITY CRITERIA.....	16
<b>SECTION 5 - INSTRUCTION TO BIDDERS .....</b>	<b>17</b>
<i>A The BIDDING DOCUMENT .....</i>	<i>17</i>
5.1. RFP.....	17
5.2. COST OF BIDDING.....	17
5.3. CONTENT OF BIDDING DOCUMENT .....	17
5.4. CLARIFICATIONS OF BIDDING DOCUMENTS .....	17
5.5. AMENDMENT OF BIDDING DOCUMENTS .....	17
<i>B PREPARATION OF BID.....</i>	<i>18</i>
5.6. BID PRICE.....	18
5.7. EARNEST MONEY DEPOSIT (EMD)/Bid SECURITY .....	18
5.8. RETURN OF EMD .....	18
5.9. FORFEITURE OF EMD .....	18
5.10. PERIOD OF VALIDITY OF BIDS.....	19
5.11. EXTENSION OF PERIOD OF VALIDITY .....	19
5.12. FORMAT OF BID.....	19
5.13. SIGNING OF BID .....	19
5.14. 3-ENVELOPE BIDDING PROCESS.....	19
5.15. CONTENTS OF THE 3 ENVELOPES.....	19
5.16. BID SUBMISSION.....	20
5.17. BID CURRENCY .....	20
5.18. BID LANGUAGE.....	21
5.19. REJECTION OF BID .....	21

5.20.	DEADLINE FOR SUBMISSION .....	21
5.21.	EXTENSION OF DEADLINE FOR SUBMISSION OF BID .....	21
5.22.	LATE BID .....	21
5.23.	MODIFICATIONS AND WITHDRAWAL OF BIDS .....	21
5.24.	RIGHT TO REJECT, ACCEPT/CANCEL THE BID .....	21
5.25.	RFP ABANDONMENT .....	22
5.26.	BID EVALUATION PROCESS.....	22
5.27.	CONTACTING NPCI.....	22
<b>SECTION 6 - BID OPENING .....</b>	<b>23</b>	
6.1.	OPENING OF BIDS.....	23
6.2.	STAGE 1 - OPENING OF ENVELOPE A .....	23
6.3.	STAGE 2 - OPENING OF ENVELOPE B .....	23
6.4.	STAGE 3 - OPENING OF ENVELOPE C .....	23
<b>SECTION 7 - BID EVALUATION .....</b>	<b>25</b>	
7.1.	PRELIMINARY EXAMINATION OF BIDS .....	25
7.2.	EVALUATION OF TECHNICAL BIDS .....	25
7.3.	EVALUATION OF COMMERCIAL BIDS.....	26
7.4.	SUCCESSFUL EVALUATED BIDDER.....	26
<b>SECTION 8 - TERMS AND CONDITIONS .....</b>	<b>27</b>	
8.1.	DEFINITIONS .....	27
8.2.	NOTIFICATION OF AWARD OR PURCHASE ORDER .....	27
8.3.	AWARD OF CONTRACT: .....	27
8.4.	TERM OF CONTRACT: .....	27
8.5.	SIGNING OF CONTRACT.....	27
8.6.	CONTRACT AMENDMENTS.....	28
8.7.	ACCEPTANCE PROCEDURE: .....	28
8.8.	PERFORMANCE BANK GUARANTEE.....	28
8.9.	TAXES AND DUTIES.....	28
8.10.	DELIVERY SCHEDULE:.....	28
8.11.	PENALTY FOR DEFAULT : .....	28
8.12.	SERVICE LEVEL .....	29
8.13.	PAYMENT TERMS: .....	29
8.14.	PRICE .....	29
8.15.	EXTENSION OF CONTRACT .....	29
8.16.	CONFIDENTIALITY .....	29
8.17.	INDEMNITY .....	29
8.18.	BIDDER'S LIABILITY.....	31
8.19.	LIQUIDATED DAMAGES.....	31
8.20.	FRAUDULENT AND CORRUPT PRACTICE .....	31
8.21.	FORCE MAJEURE.....	32
8.22.	PURCHASE ORDER CANCELLATION .....	32
8.23.	TERMINATION OF CONTRACT.....	32
8.24.	RESOLUTION OF DISPUTES .....	32
8.25.	GOVERNING LAW .....	33
8.26.	APPLICABLE LAW .....	33
8.27.	ADDRESSES FOR NOTICES.....	33

<b>SECTION 9 - TECHNICAL SPECIFICATIONS.....</b>	<b>34</b>
9.1 DATA CENTRE LIFESPAN:.....	34
9.2 CIVIL REQUIREMENTS.....	34
9.3 POWER SUPPLY REQUIREMENTS.....	34
9.4 ENVIRONMENTAL CONTROL/PROTECTION .....	35
9.5 SECURITY AND ACCESS CONTROL.....	35
9.6 NETWORK AND COMMUNICATION FACILITIES .....	36
9.7 SERVICE LEVELS .....	36
9.8 MIS REPORTS .....	36
9.9 SINGLE POINT OF CONTACT (SPOC) .....	37
9.10 DATA CENTER SPACE DELIVERY TIMELINES.....	37
<b>ANNEXURE A1: BIDDER’S LETTER FOR EMD/BID SECURITY .....</b>	<b>38</b>
<b>ANNEXURE A2 BID SECURITY (BANK GUARANTEE) .....</b>	<b>39</b>
<b>ANNEXURE B BID OFFER FORM (WITHOUT PRICE).....</b>	<b>40</b>
<b>ANNEXURE C BIDDER’S INFORMATION.....</b>	<b>42</b>
<b>ANNEXURE D ELIGIBILITY CRITERIA RESPONSE SHEET .....</b>	<b>42</b>
<b>ANNEXURE E - DECLARATION FOR ACCEPTANCE OF RFP TERMS AND CONDITIONS.....</b>	<b>45</b>
<b>ANNEXURE F - DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK .....</b>	<b>46</b>
<b>ANNEXURE G- FORMAT POWER OF ATTORNEY .....</b>	<b>47</b>
<b>ANNEXURE K- DECLARATION REGARDING CLEAN TRACK BY BIDDER.....</b>	<b>51</b>
<b>SECTION 10- TO BE PUT IN ENVELOPE ‘B’ .....</b>	<b>52</b>
<b>ANNEXURE T TECHNICAL SPECIFICATIONS COMPLIANCE .....</b>	<b>52</b>
<b>ANNEXURE T1 BIDDER’S EXPERIENCE.....</b>	<b>58</b>
<b>ANNEXURE T2 - CLIENT DETAILS .....</b>	<b>59</b>
<b>SECTION 11- TO BE PUT IN ENVELOPE ‘C’ .....</b>	<b>60</b>
<b>ANNEXURE C1 - COMMERCIAL OFFER FORM.....</b>	<b>60</b>
<b>ANNEXURE C2-COMMERCIAL FORMAT .....</b>	<b>61</b>
<b>ANNEXURE 1-FORMAT PERFORMANCE BANK GUARANTEE.....</b>	<b>61</b>
<b>ANNEXURE 2-NON DISCLOSURE AGREEMENT .....</b>	<b>61</b>

## Abbreviations and Acronyms

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

BG - Bank Guarantee

BMS - Building Management System

BSO - Basic Service Operator

CCTV - Closed Circuit Tele Vision

DCO - Data Centre Operator

EMD - Earnest Money Deposit

IPR - Intellectual Property Rights

ISP - Internet Service Provider

MPLS - Multiprotocol Label Switching

MUX - Multiplexer

NOC - Network Operation Centre

NPCI - National Payments Corporation of India

RFP - Request for Proposal in Context

PAC - Precision Air Conditioner

PBG - Performance Bank Guarantee

PDU - Power Distribution Unit

STS - Static Transfer Switch

TCHS - Total Cost of Hosting Services

UDL - Uniformly Distributed Load

VESDA - Very Early Smoke Detection Apparatus

WAN - Wide Area Network

## Section 1 - BID Schedule and Address

Sr.No.	Description	Detailed Information
1	Name of Project	RFP for hiring of Data Center Space at Hyderabad.
2	Tender Reference Number	NPCI:RFP:2012-13/0007 dated 3rd July, 2012
3	Date of release of Bidding Document (Document can be downloaded from NPCI website)	3 <sup>rd</sup> July, 2012
4	Last date and time for receiving Bidders Pre-Bid clarifications in writing	16 <sup>th</sup> July 2012 - 5:00 PM
5	Date and Time for Pre Bid Meeting	19 <sup>th</sup> July 2012 - 4.00PM
6	Address of Pre Bid meeting location	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 <sup>th</sup> July 2012- 3:00 PM
8	a) Date and Time for Opening of Envelope A i.e. Eligibility criteria b) Date and Time for Opening of Envelope B-Technical Bid c) Date and time for Opening of Envelope C i.e. Commercial Bid	27 <sup>th</sup> July 2012 -4.00 PM  Will inform to the Eligible qualified Bidders  Will inform to the Technical qualified Bidders
9	Place for Bid Submission & Eligibility 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	<b>Ms. Malini L +91 9600013670</b> Email: malini.l@npci.org.in <b>Mr. Radhakrishna Akella:+91 9543292180</b> Email: radhakrishna.akella@npci.org.in <b>Mr. Prashant Awale: +91 8108108650</b> Email:prashant.awale@npci.org.in
12	Bid Cost	Rs.5,618.00 (Rs.5,000.00 plus Service Tax@12.36%))
13	EMD/Bid Security	Rs.5,00,000/-

**Note:** 1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.  
2. Date and Time & Address for Technical Bid & Commercial Bid Opening will be intimated later to eligible qualified Bidder.  
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+Service Tax@12.36%) (Non-Refundable) payable at Mumbai.

## Section 2 - Introduction

### 2.1. About NPCI

National Payments Corporation of India (NPCI) is a registered company 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 intends to improve the current retail payment systems and add new lines of business in future. NPCI will be processing all the Electronic retail payments in a centralized mode of operation for which it is needed to setup new systems and communication lines to support the business verticals.

In order to expand the infrastructure for various projects such as Cheque Truncation System (CTS), Automatic Clearing House (ACH) etc., NPCI intends to hire Datacenter space and related services at Hyderabad to setup their hardware and applications in-line with the current business vertical and future expansion plans.

NPCI requires Data center Space and operations area at **Hyderabad**:

- i) Hosting area: 1000 sq. ft. contiguous area on the same floor with exclusive access and cage. Hosting area of 1000 sq. should be excluding pillar area, PDUs, AHUs etc., if any present in the cage area.
- ii) 24 x 7 operations area with fully ready workstation space for 8 members plus 1 cabin with 2 workstation space on the same floor / building and 2 nos. of big storewewl cupboard.
- iii) Internal connectivity has to be provided between the Data center area and the Operations area. For detailed scope of work , please refer section 3.0 of this RFP

### 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 Bid document at NPCI's office at 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 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. This RFP document is non-transferable and cost of RFP documents is non-refundable.

## 2.4. Due Diligence

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

### 3.0. Scope of Work

#### 3.1. Facilities

The Bidder should provide Data Centre hosting area for a period of five (5) years initially at Hyderabad with the following facilities

- a) An exclusive contiguous core data center area of 1000 sq.ft with cage and exclusive access. Hosting area should be excluding pillar area, PDUs, AHUs etc., if any present in the cage area. Access to data centre area should have biometric access facility. Hosting area provided to NPCI should meet at least Tier 3 level DC facilities.
- b) Individual server & network racks should be provided (if required by NPCI) and the area made ready before occupation, with dual power inputs from independent power sources. Power to the racks should be supplied within 2 hours of intimation by concerned NPCI official.
- c) Sufficient number of video cameras should be placed to cover all server racks and Network racks including the front and rear sides and entry / exit of the server hall and/or cage.
- d) The number of video cameras and positioning of the same will be decided as per cage area/ server hall diagram with mutual consent to cover front, rear portions of racks and entry/ exit of server hall / cage area, operations and cabin of NPCI.
- e) 24 x 7 x 365 operations area for 8 members with workstations facing the wall, place to install minimum 2 nos. of LCD 42" monitors within the Data Centre operation area premises for equipment monitoring and operations. One cabin with at least 2 workstation space and 2 nos of big storewewl cupboard. There should be space for setting up video conferencing facility and fire proof safe. There should be facility for minimum 4 data and 2 voice ports per workstation. The DC operations area should be in the same floor / building as the data centre.
- f) NPCI's exclusive cabin and work area should have proximity access reader and video camera recording to record the movement of personnel in and out of the operations area.
- g) Connectivity is required for monitoring purposes between the Data Center area and the operations area. The Data Centre Operator (DCO) is responsible for providing the connectivity.
- h) Bidder shall provide a list of empanelled vendors (minimum 2 nos.) for inter-rack cabling and network cabling inside the server hall along with the RFP. NPCI will engage with the vendors directly for network cabling material supply and installation.
- i) NPCI has its own exclusive service providers. Permission should be granted for MUX placement, termination of links and for internal connectivity to these service providers at no extra cost to NPCI.

- j) The LAN connectivity between the service providers' MUX to the provided rack space should be taken care by DCO.
- k) There should not be restriction or costs raised for placement of antenna / dish or wireless equipment on terrace.
- l) The data center should be in and around Hi-tech city or at Greater Hyderabad.
- m) Staging area for installation and testing, of equipment and application testing as and when required by NPCI with two days' notice shall be provided.
- n) Lockable full size storewells cupboards as storage space for keeping files, CDs, etc. shall be supplied.
- o) Telephone lines for each workstation and cabins with restricted STD/ISD facility should be provided. Any telecom service provider should be allowed access to provide their equipment for landline setup, at no extra cost to NPCI. NPCI will pay the charges incurred on actual basis
- p) Minimum 30 access cards should be provided. In case of project phase requirements on a temporary basis, this number can be exceeded.
- q) Space for placing Fax machine, one Printer and other gadgets (the equipment will be procured by NPCI) should be made available in the operations area.
- r) Support rooms such as the build room, storage room, loading dock and electrical room should be separated from the equipment room to protect it from dust and debris, electromagnetic interference, and intruders.
- s) Power Consumed by the equipments placed at the Data Centre shall be charged to NPCI for a minimum consumption of 30 KVA and thereafter at actual as per agreed rate and additional power consumption certified by NPCI officer.

### 3.2. Server and Network Racks Requirements

- a) The bidder should provide 42U 19" standard racks for server racks of size 600mm wide and 1000 mm deep and network racks with 800 mm wide and 1000mm deep, as and when required by NPCI on rental basis. RFP should indicate rates per rack.
- b) The 42U server rack should be compatible with most server manufacturer's equipment including Dell, HP, IBM, Sun etc. and have suitable cable management options on both sides.
- c) All racks shall have lockable perforated doors at the back and the front with minimum 16 gauge thickness; partition shelves should be available. Cabling to each rack should either be fed through under floor (in a raised floor facility) or ceiling cable tray or trunking.
- d) The Bidder should provide with automatic STS (Static Transfer Switch) wherever required inside the rack with dual inputs from both the feeds and eight 15/32A outputs for equipment having single power supply.
- e) Power & Data Cabling should be in separate trays or trunking.

- f) Each power distribution unit (PDU) inside the rack should provide at least twelve 15/32A dual output sockets.
- g) Racks should be with dual PDU units connected to separate input power from two separate UPS units.
- h) The Bidder should permit and accommodate other racks accompanying the servers of NPCI.

### 3.3. Single Point of Contact

The selected 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 operate the Data Centre 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.

### 4.2. Eligibility Criteria

- a. The Bidder should be the owner of the Data Centre where the space is proposed to be offered.
- b. The Bidder should be a Company registered under the Indian Companies Act, 1956 since the last three years.
- c. The Bidder should have minimum annual turnover of Rs.100 crores during the last three financial years (2009 -2010, 2010-2011 & 2011 - 2012) or Calendar years 2009, 2010, 2011 or the Bidder's financial years)
- d. 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.
- e. The proposed Data center should be certified as Tier III datacenter as per standards set by Uptime Institute. A declaration to this effect has to be submitted as part of Technical bid.
- f. Bidder should provide satisfactory performance certificates from two customers currently utilizing core server space in the proposed Centre.
- g. The Data Centre Operator should be ISO 9001:2000 certified or equivalent.
- h. The proposed Data Centre should be BS7799 / ISO 27001 certified.
- i. The Bidder should have at least 2 BSO's MUX from different Telcos already deployed in each of the proposed Data Centre.
- j. The Bidder should have at least 3 years of experience in Data Centre operations and proposed data center should be operational from last six months.
- k. The Bidder should have minimum total raised floor space of 50,000 sq. ft. including all the Data Centers being operated by the Bidder in India till now. A declaration to this effect has to be submitted as part of Technical bid.

### 4.3. In case the bidder is a PSU, NPCI will make the following relaxations:

- i. Audited balance sheet will not be insisted.
- ii. PBG will not be insisted for successful bidder.
- iii. Payment terms for successful Bidder would be negotiable and agreed mutually.

### 4.4. 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

1. RFP shall mean Request for Proposal.
2. Bid, Tender and RFP are interchangeably used to mean the same.
3. 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.
4. 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.
5. 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, Envelope 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.5 lakhs (Rupees Five lakhs 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 issued by a scheduled bank in India valid for 180 days as per format in Annexure A1 or A2.

No interest will be paid on the EMD.

### **5.8. Return of EMD**

1. EMDs /Bank Guarantees furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.
2. The EMD /Bank Guarantee 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 5 days from the date of receipt of the Notification of Award 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.

### 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.

### 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 H**) 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 "Hiring of Data Center Space at Hyderabad"**'

The inner and outer envelopes shall

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

### 5.15. Contents of the 3 Envelopes

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

1. 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.5,000.00 plus Service Tax @ 12.36%)
2. 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.
3. Bid Offer form (without price) - Annexure B.
4. Bidder Information - Annexure C
5. Eligibility Criteria Response Sheet - Annexure D
6. Declaration of Acceptance of Terms and Conditions - Annexure E
7. Declaration of Acceptance of the Scope of Work - Annexure F
8. Power of Attorney or Board Resolution for Signing of Bid - Annexure G
9. Letter of Undertaking - Annexure H
10. Pre-Qualification Bid Letter - Annexure I
11. Declaration for Ownership of Premises-Annexure J
12. Declaration Regarding Clean Track by Bidder - Annexure K
13. Last three years audited balanced sheet and profit and loss statements.
14. Satisfactory performance certificates from two customers currently utilizing core server space in the proposed Centre.

**Envelope ‘B’** shall be superscribed as ‘**Technical Bid**’:

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

1. Technical Specifications of the Data Centre Proposed - Annexure T
2. Bidders Experience - Annexure T1
3. Client details for Reference- Annexure T2
4. Line item wise Masked Price Bid.

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’** shall be superscribed as ‘**Commercial Bid**’:

1. Commercial Offer Form - Annexure C1
  2. 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 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.

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

## 5.17. Bid Currency

All prices shall be expressed in Indian Rupees only.

### **5.18. Bid Language**

The Bid shall be in English Language.

### **5.19. Rejection of Bid**

The Bid is liable to be rejected if:

- 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.
- e) 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 the NPCI under any circumstances. NPCI will not be responsible for any delay due to postal service or any other means.

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

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

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

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

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

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

a) The Bid Evaluation will be carried out in 3 stages:

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

*Stage 2* - Envelope B will be evaluated for those Bidders who qualify the Eligibility Criteria in Stage 1.

*Stage 3* - Envelope C which is the commercial bid will be opened only for the shortlisted Bidders who qualify after Technical Evaluation.

b) The minimum score of 70% is required for a Technical Bid to qualify for further evaluation.

### 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 3 stages:

- a. Stage 1 - In stage 1 only Envelope A will be opened
- b. Stage 2 - In stage 2 only Envelope B will be opened
- c. Stage 3 - In stage 3 only Envelope C will be opened.

### 6.2. Stage 1 - Opening of Envelope A

NPCI will open Envelope 'A' 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 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 the 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 criteria will qualify for technical evaluation.

### 6.3. Stage 2 - Opening of Envelope B

NPCI will open Envelope '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 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 the 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 that are technically qualified will be eligible for opening of commercial bids.

### 6.4. Stage 3 - Opening of Envelope C

Those Bidders who qualify technically will be intimated by email, the date, time and address for opening of Commercial Bids.

The representatives of the Bidders, who choose to be present at the opening of Commercial Bids, have to produce an authorization letter by way of letter or email to represent them at the time of opening of bids to represent them at the time of opening of Commercial bids. In case the

Bidder's representative is not present at the time of opening of Bids, the Bids will still be opened at the scheduled time at the sole discretion of the NPCI.

## 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.

### 7.2. Evaluation of Technical Bids

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

- a) Compliance to Technical Specifications as specified in the RFP.
- b) NPCI reserves the right to call for presentation and discussion on the features etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid. NPCI also reserves the right to carry out visits to the proposed site, to check the readiness and completeness of the site as per the requirement mentioned.
- c) Review of written reply, if any, submitted in response to the clarification sought by the NPCI, if any.
- d) Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing data center infrastructure facilities are to be enclosed.
- e) To assist in the examination, evaluation and comparison of bids NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- f) NPCI may interact with the Customer references submitted by bidder, if required.
- g) The Bidders are required to provide documentary evidence, wherever available, for the technical specifications stated in Annexure T.
- h) The Technical score will be arrived using following formula:

$$\text{Technical Score} = \frac{\text{Bidder Technical Score}}{\text{Max}(\text{Bidder Technical Score}_{1..n})} \times 100$$

### 7.3. Evaluation of Commercial Bids

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

- a) Commercial bids of only the technically qualified short-listed bidders who have scored a minimum of 70 % technical score will be opened and evaluated.
- b) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- c) 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.
- d) 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.
- e) Commercial bids of only the technically qualified short-listed bidders who have scored a minimum of 70 % technical score will be opened and evaluated.

### 7.4. 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: Bidders means bidder selected through this RFP process.

Project: 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.

Within 5 days of receipt of Notification of Award or Purchase Order the successful Bidder shall accept the same. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

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. Award of contract:

NPCI will award the Contract to the successful Bidder after the completion of NPCI’s internal procedure.

### 8.4. Term of Contract:

Contract shall be initially for a period of five years from date of the site acceptance and start of live operations at the Data Centre. NPCI reserves the sole right to extend the term. NPCI shall notify its decision to extend the term at least 6 (six) months prior to the expiry of the term.

In case there is no such notification for extension of term of contract, however, the successful bidder shall ensure to perform all obligations as per contract for a period of 6 months beyond the term of contract

### 8.5. Signing of Contract

Within 30 days of receipt of the Notification of Award or Purchase Order the successful Bidder shall execute the Contract with NPCI. The term of this Contract shall be initially for a period of five years commencing from the date of the site acceptance by NPCI. Failure of the successful

Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

#### **8.6. Contract Amendments**

No variation in or modifications of the terms of the contract shall be made except by the written amendments signed by the parties.

#### **8.7. Acceptance Procedure:**

After the receipt of all the deliverables as mentioned in the RFP terms, the acceptance certificate (as mutually decided and approved by NPCI) will be signed by the supplier and representative of NPCI.

#### **8.8. Performance Bank Guarantee**

Performance Bank Guarantee shall be equal to 10 % of each Contract value valid for the contract period of the Purchase Order. Successful Bidder will submit Performance Guarantee as per NPCI format attached Annexure-1 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 Successful Bidders

#### **8.9. Taxes and Duties**

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

#### **8.10. Delivery Schedule**

The Data Centre space as per the scope of work and terms shall be handed over to NPCI within 4 weeks from the date of Notification of Award or Purchase Order.

#### **8.11. Penalty for default**

If the Bidder does not handover Data Centre space as per the above delivery schedule, or such authorized extension of delivery schedule as may be permitted in writing by NPCI, a penalty @ 0.5% of the total value of the Purchase Order for each week's delay to a maximum of 5% of the total value of the Purchase Order shall be recovered by NPCI for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.

In the case of delay in compliance with the order beyond 30 days of the stipulated time of delivery period, NPCI will have the right to cancel the order.

In case of any damages to equipment installed by NPCI on account of power failure, security services failures or any other act by Bidder's officials or agents, NPCI may levy penalty as per actual damage accessed by NPCI, limited to contract value.

### 8.12. Service Level & Penalty

Successful Bidder shall guarantee Data Centre Uptime of 99.982% per year. If downtime of Data Centre services goes below 99.982% annually, a penalty of INR 3,000.00 for each 0.01% downtime below 99.982% will be charged. Uptime of 99.982% will be tracked on monthly basis. However penalty will be calculated for annual uptime calculation and will be deducted from the last quarter payments.

### 8.13. Payment Terms:

The payment will be made quarterly in arrears. For the purpose of payment, the end of quarter will be June, September, December and March. Payment will be released within 30 days of the receipt of the Invoice.

Price mentioned is firm price and is inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, including VAT/Sales Tax, insurance, service taxes, labour charges, transportation charges and all other payments/expenditures incurred or incurable in the performance of its obligations under the Purchase Order

### 8.14. Price

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

### 8.15. Extension of Contract

The term of this Contract shall be initially for a period of five years from the date of the site acceptance and start of live operations at the Data Centre.

NPCI shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the supplier, at least 6 months before the expiration of the Term hereof, whether it will grant the DCO an extension of the Term.

Where NPCI is of the view that no further extension of the term be granted to the supplier, NPCI shall notify the DCO of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the DCO shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract with a maximum period of 6 months, within which, NPCI shall either select another DCO or create its own infrastructure to operate such Services as are provided under this Contract.

### 8.16. 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 the Annexure 2 hereof.

### 8.17. 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

- (i) 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,
- (ii) 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,
- (iii) bonafide use of the deliverables and or services provided by the Bidder,
- (iv) 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,
- (v) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Agreement,
- (vi) breach of confidentiality obligations of the Bidder,
- (vii) 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:

1. Non-compliance of the Bidder with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.
3. Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. 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 equipments 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,

- (i) the Bidder has sole control of the defense and all related settlement negotiations
- (ii) NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and

- (iii) 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.

#### 8.18. 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.

#### 8.19. 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:

If the deliverables are not submitted as per the implementation schedule and project phasing or extensions in writing as may be given by NPCI, the Bidder shall be liable to pay 0.5% per week of the total value of the contract with a cap of 5% of the contract value.

If the deliverables are not acceptable to NPCI, the Bidder shall rectify the defects to the satisfaction of NPCI. If the defects as stated in the Notice by NPCI are not rectified by the Bidder within two weeks of the receipt of the Notice, or such extensions in writing as may be given by NPCI, the Bidder shall be liable for liquidated damages for an amount equal to 0.5% per week of the total value of contract, with a cap of 5% of the total value of contract.

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

#### 8.20. 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.

### 8.21. 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.

### 8.22. 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.

### 8.23. Termination of Contract

1. **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 six 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
2. **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.
3. **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).

### 8.24. 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:

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 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
2. 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
3. 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.

## 8.25. Governing Law

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

## 8.26. 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.

## 8.27. 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 - TECHNICAL SPECIFICATIONS

### 9.1 Data Centre Lifespan:

Proposed Data center facility should have a total lifespan of 20 years before rebuild or refresh with at least 10 years of lifespan after the award of contract (including HVAC, electrical systems etc).

### 9.2 Civil Requirements

1. A Minimum of 33 sq. ft. gross per rack should be considered while making any provisioning.
2. The load bearing capacity of the Data Centre should be 1500 kg/sq m.
3. The periphery of the data center should have 2 hrs. fire rated wall, false ceiling and doors.
4. False flooring should have a load bearing capacity of 2000 kg/sq m UDL.
5. False flooring tile made of Calcium silicate.
6. Anti-static raised floor tiles with 30mm thickness (eg. Calcium silicate)
7. The Data Centre floor should have 2.6 mts. clear height (false floor to false ceiling)

### 9.3 Power Supply Requirements

1. Dual power feed of 6KVA is required for each rack.
2. Each power feed should come from the different phase.
3. Each power feed should be fed from independent limit breaker.
4. Should ensure N+1 Transformer redundancy, N+1 Generator redundancy, N+1 UPS Redundancy, Parallel redundant operation.
5. All power feed must be protected from brownout, spike & surge by Uninterrupted Power Supply, with capacity to supply stable power up to 2 hours after power failure.
6. The data center should monitor power usage on a per client basis to ensure that it does not reach dangerously high levels. The bidder should bill for the actual amount of power used with a minimum bill for 30 KVA.
7. The building grounding system should be directly bonded by grounding busses to all electrical distribution equipment, as well as all the racks, trays and flooring in the data center and should be adhering to TIA-942 guidelines.
8. Every sixth (or preferably, every third) support should be grounded with 6 AWG wire, as are the racks/cabinets metal part, HVAC equipment, electrical conduit and cable raceways.
9. Adequate lighting and emergency lighting should be supplied in the data center and service areas for operational and safety reasons. Emergency lighting should also be supplied by DCO through UPS/generator in case of a power failure.
10. Power cables should be laid and power on to racks shall be on request by NPCI within 2 hours.

11. Single line power diagram of the data centre space should be provided for records / audit purposes.

#### 9.4 Environmental Control/Protection

1. The Data Centre facility shall have gas based fire suppression system like with pre-active dry pipe water fire suppression system (E.g. FM200).
2. Fire detection system shall be in place. E.g. smoke and/or heat detector.
3. Water leakage detection system shall be in place to detect possible water damage due to leakage or flooding.
4. Rodent repellent system should be in place.
5. Temperature, humidity and static control shall be in place. Temperature shall be kept between 18 and 21 degrees Celsius  $\pm$  2 degrees Celsius. Humidity shall be between 40% and 60% to avoid static electricity. Air Conditioning system should provide 24x7 cooling and humidity control with redundancy in case of break down. Proper monitoring of these parameters should be done and maintained for audit purposes for NPCI.
6. The data center facility should contain de-humidifiers to keep humidity to a minimum. The de-humidifiers in the data center should be monitored and maintained on a regular basis.
7. The vendor should have enough cooling redundancy on site to keep the data center cool in case of a HVAC failure. Units should be tested regularly.
8. There should be no impediments to high density implementation within the data center.
9. Regular cleaning of server racks and devices inside racks at pre-defined and agreed intervals shall be carried out by the DCO at no extra cost to NPCI.

#### 9.5 Security and Access Control

1. The server area and operations area (including cabin) should be provided with exclusive entry/exit point for NPCI with proper access control and video coverage.
2. 24-hour Security monitoring shall be in place. CCTV monitoring and recording on common access area and entrances should be logged and should be available for review by NPCI within six business hours. All access doors of entrances shall have a security lock with access control system to record and control access. The recording should be maintained for a period of 90 days.
3. Proximity card readers are required to access the NPCI operations area (8 seater) as well as cabin area (2 seater). Video coverage is required for the same said operations area.
4. The access entries/exits shall be logged and should be available for review by NPCI within six business hours. The logs should be maintained for a period of 90 days.
5. All equipment delivery and removal from the Data Centre shall be recorded and should be available for review by NPCI within six business hours.
6. Data Centre shall provide Access Control only allowing authorized persons as approved by NPCI to access secured areas. At least three cards per workstation provided should be given

as part of the contract. The perimeter security of the Proposed Data Centre Premises should be manned on 24x7x365 basis.

7. The Data Centre facility should be equipped with high level of monitoring and management system to identify and notify issues on proactive basis.
8. Video footage of all relevant video cameras shall be made available for backup by NPCI on a monthly basis at no extra cost.

## 9.6 Network and Communication Facilities

1. The Data Centre Facility proposed should be equipped with CAT-6 structured cabling.
2. The proposed facility should contain a centralized NOC room to monitor the server farm and network links.
3. The facility should provide easy access for any major telecom Company to provide data communication infrastructure for NPCI.
4. The DCO agrees to provide necessary facilities to third party telecom providers or system integrator of NPCI or otherwise to extend their network links up to the NPCI hosting area at no extra cost to NPCI. However, NPCI will make payments to DCO for actual consumption of power by the telecom provider equipment.

## 9.7 Service Levels

1. The Bidder shall guarantee the following service levels in addition to the above Technical Requirements:
  - a. Data Centre uptime of 99.982% per year. A service is deemed to have failed if:
    - Power: Nominal Out Voltage 230V with less than 5% distortion at full load. Frequency for 50 Hz nominal +/- 3Hz to be available on 24x7x365 basis.
    - Cooling and Humidity control: Temperature should be kept within 18 to 21 degree Celsius. Humidity shall be between 40% and 60%.
2. 24x7 round the clock on-site monitoring of BMS should be done by DCO.
3. For any security breaches like break-in to data center, racks, un-authorized access or vandalism to NPCI equipment etc, NPCI should be notified within 15 minutes according to the escalation list provided by NPCI.
4. Incident reports for all reported incidents shall be made available within 24 hours from the report of incident duly signed by the Data Centre Head.
5. All scheduled maintenance period shall be pre-notified by at least 10 days, and for major service interruption at least 4 week notice would be needed.
6. Fire drill reports, BMS audit reports and security reports shall be shared on a need basis with NPCI for audit purposes.

## 9.8 MIS Reports

DCO shall submit the reports on a regular basis in a mutually agreed format. The following is only an indicative list of BMS reports that may be submitted to NPCI:

**1. Weekly Reports**

- a. Humidity monitoring
- b. Temperature Monitoring
- c. Power Supply monitoring
- d. UPS monitoring

**2. Monthly Reports**

- a. Consolidated SLA / non-conformance report.
- b. Data Center and operations area Access /Exit reports
- c. Video footage recording of all video cameras for server hall and operations area for the past month on suitable media (tapes / external hard disk etc). Media will be provided by NPCI.
- d. Equipment movement reports
- e. Uptime report

**3. Incident Reporting**

- a. Any untoward incident taken place which made the data center services unavailable to end users should be reported within 24 hrs. of the incident.

**4. Audit reports**

DCO audit reports shall be shared on need basis to comply with NPCI audit requirements.

**9.9 Single Point of Contact (SPOC)**

- a. Vendor will appoint an official of Senior Manager Cadre as SPOC for NPCI. The SPOC should have access to all higher management cadre officials related to the proposed Data Centre site.
- b. The SPOC should be associated with NPCI for the entire period of the contract.
- c. SPOC should hold monthly review meetings at NPCI office.

**9.10 Data center space delivery timelines**

- a. The Data Centre space as per the scope of work and terms shall be handed over to NPCI within 4 weeks from the date of purchase order.

## Section 10 - 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, 8<sup>th</sup> Floor, RBI Premises,  
BandraKurla Complex  
Bandra, Mumbai - 400 051.

**Subject: RFP No. NPCI: RFP: 2012-13/0007 dated 3<sup>rd</sup> July, 2012 for "Hiring Data Center Space at Hyderabad".**

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.5 lakh (Rupees Five 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 8<sup>th</sup> 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: 2012-13/0007 dated 3<sup>rd</sup> July, 2012 for "hiring of Data Center Space at Hyderabad".

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.5,00,000/- (Rupees Five lakhs 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, 8<sup>th</sup> Floor, RBI Premises,  
BandraKurla Complex, Bandra (East),  
Mumbai - 400 051**

Dear Sir,

**Subject: RFP No. NPCI: RFP: 2012-13/0007 dated 3<sup>rd</sup> July, 2012 for "Hiring of Data Center Space at Hyderabad".**

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.5,00,000 (Rs.Five LakhsOnly ) 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

S.no.	Eligibility Criteria	Response Document
1	The Bidder should be the owner of the Data Centre where the space is proposed to be offered	Declaration
2	The bidder should be a company registered under the Indian Companies Act, 1956 since the last three years	Registration Certificate
3	The bidder should have minimum annual turnover of Rs.100 crores during the last three financial years (2009 -2010, 2010-2011 & 2011 - 2012) 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 and 2011 or the Bidders' financial years.
4	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.
5	The proposed Data center should be certified as level Tier III datacenter as per standards set by Uptime Institute. A declaration to this effect has to be submitted as part of Technical bid.	Self-Declaration
6	Bidder should provide satisfactory performance certificates from two customers currently utilizing core server space in the proposed Centre.	Customer reference letters
7	The Data Centre Operator should be ISO 9001:2000 certified.	Valid Certificate copy
8	The proposed Data Centre should be BS7799 / ISO 27001 certified.	Valid Certificate copy
9	Bidder should have at least 2 BSO's MUX from different Telco already deployed in each of the proposed Data Centre.	Declaration
10	Bidder should have at least 3 years of experience in Data Centre operations and proposed data center should be operational from last six months	Declaration

11	The bidder should have minimum total raised floor space of 50,000 sq. ft. including all the Data Centers till now. A declaration to this effect has to be submitted as part of Technical bid.	Declaration
----	---	-------------

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, 8<sup>th</sup> Floor, RBI Premises,  
Bandra Kurla Complex  
Bandra, Mumbai - 400 051.

Sir,

**Subject: RFP No. NPCI: RFP: 2012-13/0007 dated 3<sup>rd</sup> July, 2012 for “Hiring of Data Center Space at Hyderabad”.**

.

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, 8<sup>th</sup> Floor, RBI Premises,  
Bandra Kurla Complex  
Bandra, Mumbai - 400 051.

Sir,

**Re: Subject: RFP No. NPCI: RFP: 2012-13/0007 dated 3<sup>rd</sup> July, 2012 for “Hiring of Data Center Space at Hyderabad”.**

.

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 Company Letter head)**

---

To

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

Sir,

Reg.: Our bid for outsourced of Datacenter services for NPCI

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, 8<sup>th</sup> Floor, RBI Premises,  
Bandra Kurla Complex  
Bandra(E), Mumbai - 400 051.

**Subject: RFP No. NPCI: RFP: 2012-13/0007 dated 3<sup>rd</sup> July, 2012 for “Hiring Data Center Space at Hyderabad”.**

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 <DD/MM/YYYY>** 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 for Ownership of Premises

---

To

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

Sir,

I declare that we M/s (*Name of the Vendor*) are the sole owners of the proposed Data Centre Premises. 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 K- Declaration regarding Clean Track by Bidder

### Declaration for Clean Track Record (On Company/firm's Letterhead)

To

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

Sir,

**Re: RFP No. NPCI: RFP: 2012-13/0007 dated 3<sup>rd</sup> July, 2012 for "Hiring Data Center Space at Hyderabad".**

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:

## Section 10- To be put in Envelope 'B'

### Annexure T Technical Specifications Compliance

Please give your response to the questions below only with specific reference to the building where you propose to offer space to the NPCI

#### A) Hyderabad Location

Section No.	Criteria	Details	Compliance status (Yes / No)	Documents attached
1	<b>Data Centre Lifespan:</b>			
1.1	Whether Proposed Data center facility should have a total lifespan of 20 years before rebuild or refresh with atleast 10 years of lifespan after the award of contract (including HVAC, electrical systems etc).			
2	<b>Civil Requirements</b>			
2.1	Whether a minimum of 33 sq. ft gross area/ rack should be considered while making any provisioning.			
2.2	Whether the load bearing capacity of the Data Centre is 1500 kg/sq m.			
2.3	Whether the periphery of the data centre have 2 hrs. fire rated wall, false ceiling and doors.			
2.4	Whether False flooring have a load bearing capacity of 2000 kg/sq m UDL.			
2.5	Whether anti-static raised floor tiles are provided in server area(Eg. Calcium silicate)			
2.6	Whether the Data Centre floor have 2.6 mts clear height (false floor to false ceiling)			
3	<b>Power Supply Requirements</b>			
3.1	Whether Dual power feed of 6KVA is provided for each rack.			
3.2	Whether dual power feed from two different UPS systems is available to the racks with Static changeover switch.			
3.3	Whether each power feed come from the different phase.			
3.4	Whether each power feed is fed from independent limit breaker.			

Section No.	Criteria	Details	Compliance status (Yes / No)	Documents attached
3.5	Whether N+1 Transformer redundancy, N+1 Generator redundancy, N+1 UPS Redundancy, Parallel redundant operation ensured in proposed data centre.			
3.6	Whether all power feed are protected from brownout, spike & surge by Uninterrupted Power Supply, with capacity to supply stable power up to 2 hours			
3.7	Whether the data center power usage can be measured on a per client basis to ensure that it does not reach dangerously high levels.			
3.8	Whether the bidder will bill for the actual amount of power used.			
3.9	Whether the building grounding system is directly bonded by grounding busses to all electrical distribution equipment, as well as all the racks, trays and flooring in the data center and adheres to TIA-942 guidelines.			
3.10	Whether adequate lighting and emergency lighting is supplied in the data center and service areas for operational and safety reasons. Emergency lighting is also supplied by DCO through UPS/generator in case of a power failure.			
3.11	Whether redundant UPS is provided in Data Centre and it conforms to ISO 9001 standards			
3.12	What is the backup time of the UPS			
3.13	Whether sufficient precautions have been taken to eliminate neutral floating problems of three phase systems and incidents of phase reversals			
3.14	Whether power cables from different sources are laid to individual racks			
3.15	Single line power diagram for power supply to individual server rack to be given for audit purpose / records			
<b>4</b>	<b>Environmental Control/Protection</b>			
4.1	Whether the Data Centre facility have gas based fire suppression system like with pre-active dry pipe water fire suppression system (Eg. FM200).			
4.2	Whether fire detection system is in place. E.g. smoke and/or heat detector			
4.3	Whether water leakage detection system is in place to detect possible water damage due to leakage or flooding.			
4.4	Whether rodent repellent system is in place.			
4.5	Whether temperature, humidity and static control system and monitoring is in place			

Section No.	Criteria	Details	Compliance status (Yes / No)	Documents attached
4.6	Whether temperature is maintained between 18 and 21 degree Celsius. Humidity is kept between 40% to 60%			
4.7	Whether the data center facility contain de-humidifiers to keep humidity to a minimum. Are the de-humidifiers in the data center monitored and maintained on a regular basis.			
4.8	Whether the vendor should have enough cooling redundancy on site to keep the data center cool in case of a HVAC failure.			
4.9	Whether HVAC units are tested regularly.			
4.10	Whether there are any impediments to high density implementation within the data center.			
4.11	Whether the building, housing data center and the infrastructure therein covered under any comprehensive insurance			
4.12	Whether client's equipment also get covered under the comprehensive insurance policy of proposed Data Centre			
4.13	Regular cleaning of server racks and devices inside racks at pre-defined and agreed intervals by DCO			
<b>5</b>	<b>Security and Access Control</b>			
5.1	Whether the proposed Data Centre is ISO 20000 certified			Copy of Certificate
5.2	Whether the server area and operations area (including cabin) is provided with exclusive entry/exit point for NPCI with proper access control and video coverage.			
5.3	Whether 24-hour security monitoring is done of the proposed Data Centre and operations area (including cabin).			
5.4	Whether CCTV monitoring and recording on common access area and entrances logged and monitored			
5.5	Whether all entries and accesses to the Data Centre have bio-metric controls and logged and are available for review by NPCI			
5.6	Whether all equipment delivery and removal from the Data Centre recorded and available for review by NPCI.			
5.7	Whether Data Centre provide Access Control only allowing authorized persons as approved by NPCI to access secured areas.			
5.8	Whether the perimeter security of the Proposed Data Centre Premises manned on 24x7x365 basis.			

Section No.	Criteria	Details	Compliance status (Yes / No)	Documents attached
5.9	Whether the Data Centre facility is equipped with high level of monitoring and management system to identify and notify issues on proactive basis.			
5.10	Whether the periphery of the Data Centre have 2 hr fire rated wall, false ceiling and doors			
5.11	Whether the building houses any inflammable storage houses like cracker shop, gas agency, hotel, electrical transformers , etc.			
5.12	Whether video footage of all video cameras shall be made available on media given by NPCI on a monthly basis at no extra cost.			
5.13	Sufficient number of video cameras should be placed to cover all server racks including the front and rear sides and entry / exit of the server hall.			
5.14	The number of video cameras and positioning of the same will be decided as per cage area/ server hall diagram with mutual consent to cover front, rear portions of racks and entry/ exit of server hall / cage area, operations and cabin of NPCI.			
<b>6</b>	<b>Network and Communication Facilities</b>			
6.1	Whether the Data Centre facility proposed is equipped with CAT-6 structured cabling.			
6.2	Whether the proposed facility contains a centralized NOC room to monitor the server farm and network links.			
6.3	Details of network providers who have connectivity to your data center and types of connectivity			
6.4	Whether the facility provides permission for major telecom company to provide data communication infrastructure for NPCI.			
6.5	Whether the DCO agrees to provide necessary facilities to third party telecom providers or system integrator of NPCI or otherwise to extend their network links up to the NPCI hosting area at no extra cost to NPCI.			
6.6	Whether permission to implement STM for any vendor in the server area is available			
<b>7</b>	<b>Service Levels</b>			
7.1	Is the Data Centre uptime of 99.982% per year maintained			

Section No.	Criteria	Details	Compliance status (Yes / No)	Documents attached
7.2	Whether nominal Output Voltage of 230V with less than 5% distortion at full load with frequency for 50 Hz nominal +/- 3Hz is available on 24x7x365 basis.			
7.3	Whether temperature is maintained within 18 to 21 degree Celsius and Humidity maintained between 40% and 60%.			
7.4	Whether 24x7 round the clock on-site monitoring of BMS done by DCO.			
7.5	Whether any security breaches like break-in to data centre, racks, un-authorized access or vandalism to NPCI equipment etc, is possible at the proposed data Centre. If so what is the method of escalation			
7.6	Whether Incident reports for all reported incidents made available within 24 hours from the report of incident duly signed by the Data Centre Head.			
7.7	Whether all scheduled maintenance period will be pre-notified by at least 10 days, and for major service interruption at least 4 week notice would be done.			
7.8	Fire drill reports, BMS audit reports and security reports shall be shared on a need basis to NPCI for audit purposes.			
<b>8</b>	<b>General</b>			
8.1	Please confirm that the Data Centre has no single point of failure with regards to supply of power to server area, PAC systems, LAN, etc.			
8.2	Whether of staging room facility with necessary infrastructure available.			
8.3	Whether Data Centre is free from electromagnetic and radio frequency interference			
8.4	Give the following details of each generators 1. Generator Capacity 2. How long generators can run on full load 3. Fuel tank Capacity			
8.5	What is the nearest source of fuel for generators in Kms?			
8.6	What is the type of arrangement with the fuel agency?			
8.7	Whether the generators are protected from 1. Floods 2. Abuse / vandalism 3. Fire etc.			
8.8	Whether the server area has any external window or opening? If so what precautions are taken to mitigate the risks			
8.9	Whether preventive maintenance, security drills, test runs of DG sets, redundant ACs, UPS			

Section No.	Criteria	Details	Compliance status (Yes / No)	Documents attached
	systems, etc. are conducted regularly. Give details.			
8.10	In case of breakdown of services, what is the meantime for repairs of services			
8.11	In case of breakdown of services, what is the meantime for restoration of services			
8.12	How do you propose to support NPCI in future expansion of space and power			
8.13	What are the security arrangements made to avert intrusions by unauthorized persons in to our LAN			
8.14	Details of facility available for hosting servers like peering facility, bandwidth, hops, etc.			
8.15	What are the Fire detection, suppression and aspiration facilities provided in the Server area and work area and whether they are interfaced with BMS			
8.16	Give details of disaster recovery plan			
8.17	Whether fire can penetrate from the adjoining buildings? What are the precautions taken? Give details			
8.18	Details of access control systems deployed in the Data Center and whether it can be configured to NPCI's needs			
8.19	Details of CCTV system with recording and archiving facility employed in Data Center			
8.20	What is the reporting mechanism with regard to access logs, intrusions and unscheduled movement records, etc.			
8.21	Give details BMS deployed in Data Center with specific reference to the proposed server area			
8.22	What are the precautions taken to protect the DC against natural calamities like floods, rains, earthquake, etc.			
8.23	What are managed services available by default (without additional cost)?			
8.24	What are the measures taken to isolate server area from contaminants like air borne dust, vapors & industrial pollution etc.?			
8.25	Whether the Data Centre space as per the scope of work and terms shall be handed over to NPCI within 4 weeks from the date of purchase order.			
8.26	Whether a list of empanelled vendors for inter rack cabling and network cabling inside the server hall should be given along with the RFP quote. Alternatively, there is to be a rate contract fixed for material supply and labour / installation charges fixed for a period of minimum one year.			
9	<b>Presentations, Interview, Discussions, Visits, Brochures</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 Outsourcing data Center Space :

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 'C'

### 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: 2012-13/0007 dated 3<sup>rd</sup> July, 2012 for "Hiring of Data Center Space at Hyderabad"**

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

Sl No	Particulars	Quantity	1st Year			2nd Year			3rd Year			4th Year			5th Year			Total charges for five years
			Unit cost per annum	Tax	Total	Unit cost per annum	Tax	Total	Unit cost per annum	Tax	Total	Unit cost per annum	Tax	Total	Unit cost per annum	Tax	Total	
			(i)	(ii)	(iii)(1)	(i)	(ii)	(iii)(2)	(i)	(ii)	(iii)(3)	(i)	(ii)	(iii)(4)	(i)	(ii)	(iii)(5)	(iii)(1 to 5)
1	Dedicated secured server Floor area	1000 sft																
2	Operations area for 8 workstations	8 workstations																
3	Cabin with 2 workstations and 2 big storewell cupboards	Cabin with 2 workstations																
	TOTAL-A																	
1	Cost of 30KVA power	30 KVA																
	TOTAL-B																	
	Grand Total (A+B)																	
2. Optional Items																		
1	42U 19 inch. 600mm x 1000mm Racks	1 nos.																
2	42U 19 inch 800mm x 1000mm Racks	1 nos.																
1	Additional power requirement over 30 KVA	Per KVA																
2	Additional Power Sockets beyond 2 nos. per rack	15/32 A																
3	Additional Workstation space beyond 8 workstations	1 Workstation																

**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 -----, 2011 (“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: