



Request For Proposal For Procurement of Automation Tool

RFP Reference No: NPCI:RFP:13-14/0034 dated 13.01.2014
National Payments Corporation of India
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This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. NPCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. NPCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

RFP for Procurement of Automation Tool

Important Detail about RFP

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

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Checklist

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

1. Demand Draft / Pay Order for Rs. Rs.3,371.00 (i.e. Rs.3,000+Service Tax@12.36%) towards cost of Bid document in Envelope - 'A'
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR / - 5,00,000(Rupees Five Lakhs Only) towards Bid Security in Envelope - 'A' Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope 'A' Eligibility Criteria Response.
5. Envelope 'B' Technical Response
6. Envelope 'C' Commercial Bid.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope - 'A'.
9. Prices are quoted in Indian Rupees (INR).
10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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Abbreviations and Acronyms

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

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

Section 1 - Bid Schedule and Address

Sr.No.	Description	Detailed Information
1	Name of Project	Request for Proposal for Procurement of Automation Tool
2	Tender Reference Number	NPCI:RFP:13-14/0034 dated 13.01.2014
3	Date of publication on NPCI website (Document can be downloaded from NPCI website)	13.01.2014
4	Last date and time for receiving Bidder's Pre-Bid clarifications in writing	24.01.2014
5	Date and Time for Pre Bid Meeting	Not Applicable
6	Address of Pre Bid meeting location	Not Applicable
7	Last date and time for Bid Submission	06.02.2014 3.00PM
8	Date and Time of Eligibility Bid Opening(Envelope A)	06.02.2014 3.30PM
9	Date and Time of Technical Bid Opening (Envelope B)	Eligible Bidders would be informed.
10	Date and time of Commercial Bid Opening(Envelope C)	Technically qualified Bidders would be informed.
12	Name and Address for Communication	VP & Head - IT Procurement National Payments Corporation of India 8th Floor, R Tech Park, Off Western Express Highway, Nirlon Knowledge Park, Near HUB Mall, Opp Western Express Highway, Goregaon-East, Mumbai - 400063
13	Bid Related Queries	Malini L Contact : +91 9600013670 malini.l@npci.org.in Shravan Kumar Contact: +91 87544 21436 shravan.kumar@npci.org.in Prashant Awale Contact: +91 8108108650 prashant.awale@npci.org.in Benny Joseph Contact: +91 8108122844 Benny.joseph@npci.org.in
14	Bid Cost	Rs.3,371/- (Rs.3,000.00 plus Service Tax@12.36%)
15	EMD/Bid Security	Rs.5,00,000/- (Five lakhs only)

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 the qualified Bidder.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" of amount Rs Rs.3,371.00 (i.e. Rs.3,000 + Service Tax@12.36%) (Non-Refundable) payable at Mumbai.

Section 2 - Introduction

2.1 About NPCI

National Payments Corporation of India (NPCI) is a Company registered 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 core objective of setting up NPCI is to consolidate and integrate the multiple systems with varying service levels into a nation-wide, uniform and standard business process in the retail electronic payments system segment. 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:

The objective of this RFP is procure an Automation Tool to attain DR Automation thus eliminating manual errors and having an updated standards based and secure DC.

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 8th Floor, R-Tech Park, off Western Express Highway, Nirlon Complex, Near Hub Mall, Goregaon-East, Mumbai- 400063, along with non-refundable amount of Rs.3,371.00 (Inclusive service tax@12.36%) (INR Three Thousand Three Hundred Seventy One only), payable in the form of Demand Draft / Pay order from any scheduled commercial bank in India favoring "**NATIONAL PAYMENTS CORPORATION OF INDIA**" payable at Mumbai along with Envelope A. 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

3.1 Objective of RFP

Data centers in NPCI host critical infrastructure including servers, databases, middleware, applications, network and storage devices. The environment is heterogeneous and spans across various platforms.

NPCI has lots of manual activities being carried out on all the business verticals in the data centre. These manual activities not only consume time, but are also prone to manual errors. There is also a high amount of dependence on skilled resources for repetitive activities and a need for operational maturity. Hence, the need was felt to identify and work with an automation tool that could eliminate the above issues. By automating data centers, it is expected that there will be improved accuracy by eliminating manual errors, which in turn will help to better meet business SLAs (service level agreements). The automation tool should ensure that industry regulations are complied with effectively by helping manage an updated, standards- based and secure DC. Skilled IT resources can then be freed up to aim towards higher business objectives.

NPCI invites responses from reputed vendors in India for supply, installation, support and training of the automation tool.

3.2 Scope of work

The scope of work for this RFP consists of the following:

- a) Supply of enterprise licenses for the proposed automation tool.
- b) Specification for hardware and software setup required for installation of the tool, including provision of alternate set-up. NPCI will procure the same separately.
- c) Installation of the software and configuration of workflows. Implementation charges will be paid on the man-month rate quoted in the commercial format.
- d) Training to NPCI team to make them capable of preparing workflows from existing templates or to write new workflows if the need arises.
- e) Documentation and reporting
- f) Warranty for one year and AMC support for the next 5 years.

The details of technical specifications for the tool are available in Section 9.

Section 4 - Eligibility Criteria

4.1 Pre-requisites

The Bidder should possess the requisite experience, resources and capabilities in providing and implementing the solution to meet the requirements, as described in the tender document. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to support requirements 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.

4.2 Eligibility Criteria.

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

- a) The bidder should be a Company registered under the Companies Act, 1956 since the last three years
- b) The bidder should have minimum annual turnover of Rs. 7.5 Crores during the last three financial years (2010-11, 2011-12, 2012-13) or calendar years 2010, 2011, 2012 or bidder's financial years.
- c) The bidder should be a profit (profit after tax) making company in the last financial year i.e. 2012-13 or calendar year 2012 or the Bidder's financial year.
- d) The bidder should be authorized business and support partner for OEM equipment.
- e) The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
- f) The bidder should have implemented 2 similar projects across the country in the last 4 (four) years.

Section 5 - Instruction to Bidders

A.The Bidding Document

5.1 RFP

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

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

5.2 Cost of Bidding

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

5.3 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. The SPOC must be at a minimum level of Manager in the organization.

5.4 Content of Bidding Document

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

5.5 Clarifications of Bidding Documents and Pre-bid Meeting

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

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

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

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

5.6 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.

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2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
3. In order to afford Bidders reasonable time 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.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

B. Preparation of Bid

5.7 Bid Price

Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever, except Octroi. Octroi will be paid additionally, at actual on production of receipt.

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

5.8 Earnest Money Deposit (EMD)

The Bidder is required to deposit Rs.5, 00,000/- (Rupees Five Lakhs Only) in the form of a Demand Draft / Pay order in favor of "National Payments Corporation of India" payable at Mumbai or Bank Guarantee issued by a scheduled Commercial Bank valid for six months as per format in Annexure A1 or A2 as Earnest Money Deposit.

No interest will be paid on the EMD.

5.9 Return of EMD

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

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

5.10 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

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

5.11 Period of Validity of Bids

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

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5.12 Extension of Period of Validity

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

5.13 Format of Bid

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy of the Bid)

In case of any discrepancy between them, the original shall govern.

5.14 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 Secretary, which should accompany the Bid.

C. Submission of Bid

5.15 Envelope bidding process

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

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as **‘Request for Proposal for Procurement of Automation Tool’**.

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

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

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

5.16 Contents of the 3 Envelopes

Envelope A - Eligibility Criteria

The following documents shall be inserted inside Envelope A:

- a) Bid Cost in the form of Demand draft/Pay order
- b) Bid Earnest Money in the form of Demand Draft - Annexure A1 **OR** Bid Earnest Money in the form of Bank Guarantee - Annexure A2
- c) Bid Submission form (without price) - Annexure B
- d) Manufacturers authorization form - Annexure C
- e) Bidder Information - Annexure D
- f) Declaration for Clean Track Record - Annexure E
- g) Declaration of Acceptance of Terms and Conditions - Annexure F
- h) Declaration of Acceptance of Scope of Work - Annexure G
- i) Power of Attorney for Signing of Bid - Annexure H
- j) Eligibility Criteria Matrix - Annexure I
- k) Last three years audited balanced sheet and profit and loss statements.
- l) RFP document duly sealed and signed by the authorized signatory on each page.

Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B:

- a) Section 9 - Technical Requirements duly completed - Annexure T
- b) Reference site details and customer contact details.
- c) Entire commercial bid with price masked.

Envelope C - Commercial Bid

- a) Commercial Bid Form - Annexure K
 - b) Commercial Bid Format - Annexure L
 - c) Line item wise Commercial Bid Format - Annexure M
- 5.17 Bid Submission

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

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

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

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

5.18 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.19 Bid Language

The bid shall be in English Language

5.20 Rejection of Bid

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

- a) Does not bear signature of authorized person.
- b) Is received through Fax / E-mail.
- c) Is received after expiry of the due date and time stipulated for Bid submission.
- d) Is incomplete / incorrect.
- e) Does not include requisite documents.
- f) Is Conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.

No bid shall be rejected at bid opening, except for late bids and those that do not conform to bidding terms.

5.21 Deadline for Submission: The last date of submission of bids is given in Section 1, unless amended by NPCI through its website.

5.22 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.

5.23 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.

5.24 Modifications and Withdrawal of Bids

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

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

5.24 Right to Reject, Accept/Cancel the bid

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

NPCI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. NPCI also 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 the process of the selection of any time before notification of award.

5.26 Bid Evaluation Process

The Bid Evaluation will be carried out in 3 stages:

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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 Evaluation Criteria.

Stage 3 - Envelope C will be opened only for the short listed Bidders who qualify after Technical Evaluation.

The minimum score of 75% is required for a Technical Bid to qualify for further evaluation. In case three bidders are not qualified then NPCI reserves the right to reduce minimum required score by 10%.

The Commercial bids of Bidders qualified in Technical Evaluation will be opened and evaluated further.

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

Section 6 - Bid Opening

6.1 Opening of Bids

Bids will be opened in 3 stages:

Stage 1 - In this first stage, the Eligibility Criteria i.e. Envelope A will be opened.

Stage 2 - In the second stage, the Technical Bids i.e. Envelope B will be opened.

Stage 3 - In the third stage the Commercial Bids i.e. Envelope C will be opened.

6.2 Opening of Envelope A - Eligibility Criteria

NPCI will open Envelope 'A' in 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/ Identity Card to represent them at the time of opening of Technical bids. Only one representative will be allowed to represent each Bidder. In case the Bidders 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.

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

6.3 Opening of Envelope B - Technical Bids

NPCI will open Technical bids (Envelope 'B') of bidders who qualify in the evaluation of eligibility criteria in the presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in the intimation issued by NPCI for the purpose.

The representatives of the Bidder have to produce an authorization letter from the Bidders/ Identity Card to represent them at the time of opening of Technical bids. Only one representative will be allowed to represent each Bidder. In case the Bidders 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.

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.

Scoring model will be used for evaluation of successful bidder. The minimum score for qualifying Technical Evaluation will be 75%. The commercial bids of technically qualified bidders will be opened. In case three bidders are not qualified then NPCI reserves the right to reduce minimum required score by 10%.

6.4 Opening of Envelope C - Commercial Bids

Only those Bids that are technically qualified will be eligible for opening of commercial bids i.e. Envelope 'C'.

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

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The representatives of the Bidder have to produce an authorization letter from the Bidders/ Identity Cards to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidders 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.

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

Section 7 - Bid Evaluation

7.1 Preliminary Examination of Eligibility Bids

NPCI will examine the bids to determine whether they are complete, whether required information have 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 first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.

NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NPCI's determination of bid responsiveness will be based on the content of the bid itself. NPCI may interact with the Customer references submitted by Bidder, if required

7.2 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 discussions 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.
- 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 details about the proposed solution 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) Bidders are required to provide documentary evidence, wherever available, for the technical specifications stated in Annexure T.
- h) Bidder scoring more than or equal to 75% will be technically qualified and eligible for commercial bid opening.
- i) In case three bidders are not qualified then NPCI reserves the right to reduce minimum required score by 10%.

7.3 Scoring Matrix

The technical evaluation will be based on the criteria and score given below:

Description		Score
Technical Evaluation		
1	Technical Requirements compliance as per Section 9	60
2	Bidder credential	
3	Presentation	
4	Reference sites	30
5	Q & A	
6	Ease of use	
Total Score		100

7.4 Evaluation of Commercial Bids

Commercial bids of only the technically qualified short-listed bidders will be opened and evaluated.

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- 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.
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

7.5 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 Supplier.

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

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

“Supplier” means the successful Bidder who has been notified the Award of the Contract.

“System Software”, means software that provides the operating and management instructions for the hardware.

“Standard software” means ready software like database management software.

“Off-the-shelf software” means software that is readily available. Such off-the shelf software may include, but not restricted to word processing, spreadsheet, and generic database management and application development software.

“Application software” means software formulated to perform specific business or technical functions.

“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.

“Business Day” means Monday to Saturday excluding public holidays as applicable to NPCI Chennai and Mumbai.

“Purchase Order (PO)” means the individual work order for quantities required at each point of time which will be a subset of the Contract Price.

“Equipment/s” means all the hardware, software required as per the RFP.

“Acceptance Certificate” means the certificate jointly signed by NPCI official and the supplier after completion of the following:

Equipment are installed and configured as per the individual Purchase Orders.

8.2 Notification of Award / Purchase Order

After selection of the L1 bidder for after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award to the selected Bidders.

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, if required, and NDA, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

8.3 Term of Contract

The Purchase Order will be issued for a support period of 5 years. NPCI reserves the sole right to extend the term. NPCI shall notify its decision to extend the term at least 1 (one) month prior to the expiry of the term. Successful bidder is expected to remind NPCI with sufficient notice on support period end.

8.4 Acceptance Procedure

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

8.5 Performance Bank Guarantee

The Successful bidder shall submit Performance Guarantee equal to 10% of total price of Purchase order, valid for 3 years, with an action period of 12 (twelve) months within 14 working days of receipt of Purchase Order and provide separate PBG for 4th, 5th and 6th year AMC cost after expiry of BG.

8.6 Taxes and Duties

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

Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. Octroi shall be reimbursed to supplier by NPCI at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.

8.7 Terms of Delivery

The automation tool for NPCI shall be delivered within 3 weeks of acceptance of the purchase order. The installation should be carried out within 4- 6 weeks from delivery date,

8.8 Penalty for default in delivery

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

- a) Non Delivery of above at NPCI Chennai and Mumbai locations at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% (i.e. 10 weeks).
- b) In case the delay exceeds the stipulated delivery period, NPCI reserves the right to impose double this penalty and/or cancel the order without prejudice to other remedies available to NPCI.
- c) Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.

8.9 Warranties and Support

RFP for Procurement of Automation Tool

Bidder shall provide warranty for a period of 1 (one) year from the date of implementation or acceptance of the entire system, whichever is later.

Any defective equipment /software supplied by Bidder shall be replaced by Bidder at no additional cost to NPCI, including all incidental cost the upgrades, new releases (Minor/Major) versions; bug fixes etc. for the software will be supplied to NPCI at no extra cost, with the necessary documentation during warranty and AMC period.

During Warranty period, the Supplier shall provide at no additional cost to NPCI, all new versions, releases, and updates for all standard software.

In case of deficiency in performance of the Solution, as per the Scope of Work, during the warranty period, the successful bidder shall provide additional software as required at his own cost. NPCI shall not reimburse cost of such software, if any.

8.10 AMC support

Bidder is expected to provide AMC (Annual Maintenance Contract) for a period of 5 (five) years after the expiry of warranty period.

During AMC period, the Supplier shall provide at no additional cost to NPCI, all new versions, releases, and updates for all standard software.

The AMC shall include support, upgrades, new releases (Minor/Major) versions; bug fixes etc. for the software with the necessary documentation.

8.11 Insurance of Equipment: Only software, no insurance required.

Acceptance Procedure

After receipt of all the deliverables and implementation of the solution is completed as mentioned in the Purchase Order/Contract, the acceptance certificate (as mutually decided and approved by NPCI) will be signed by the Supplier and officials / representatives of NPCI. The deliverables and implementation shall be considered to be accepted by NPCI when The workflows have been implemented and tested at all the locations. The date on which such certificate is signed shall be deemed to be the date of acceptance of NPCI. The warranty period starts accordingly.

8.12 Repeat Orders

NPCI has right to alter (increase or decrease) the number of quantities in the Bill of Material mentioned in the RFP.

NPCI has right to place repeat order to the Bidder for any or all of the equipment and licenses mentioned in this RFP, at the unit rate quoted in the commercial format during the period of one year from the date of acceptance of the solution.

8.13 Payment Terms

□ Hardware & Software

- 20% of the cost shall be paid after delivery of Goods at the specified location.
- 70% of the cost shall be paid after successful Installation of hardware along with the software at specified locations. This would also include successful implementation of solution and sign off obtained from NPCI thereon.

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- Balance 10% of the cost of Goods shall be paid after expiry of the warranty period of 1 year or upon submission of Bank Guarantee from a scheduled commercial Bank for an equivalent amount valid till expiry of the warranty period.

Implementation charges

- 100 % of the implementation cost in man month will be paid on completion of installation and acceptance sign-off from NPCI

AMC:

- Payment shall be made quarterly in arrears after the expiry of warranty

Payment will be released within 30 days of receipt of correct invoices along with necessary documents / certificates duly signed by authorized NPCI official

8.14 SLA Requirements

Bidder should comply with the SLA of 99.9 % uptime calculated quarterly on the software and support on workflows

Priority level	Detail	Response time	Resolution time
1	Unable to use the tool	30 minutes	1 hour
2	Deterioration in performance - major functionality affected	1 hour	4 hour
3	Minor performance issue	2 hours	8 hours

8.15 Penalty on default of SLA

For any violation in meeting the above SLA requirements leading to critical incident (severity 1), NPCI shall impose a penalty of INR 5,000/- (Indian Rupees Five Thousand only) for each 30 minutes delay up to 4 hours, beyond 4 hours penalty would be INR 7,500 (Indian Rupees Seven Thousand Five Hundred Only) for each 30 minutes. The maximum penalty that can be levied is Rs 50,000/- (Indian Rupees Fifty Thousand Only)

8.16 Intellectual Property

Intellectual Property Rights in all Standard software and all off-the-shelf software shall remain vested in the owner of such rights.

8.17 Software License Agreement

The Bidder shall supply NPCI with required licenses in the name of NPCI to access and use the Software supplied through this RFP. Such license to access and use the software shall be non-exclusive, fully paid up and irrevocable and valid throughout NPCI's offices in India and abroad.

8.18 Product Upgrades

At any time during term of the Purchase Order / performance of the Contract, should technological advances be introduced by the Supplier for information technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obliged to offer to NPCI the latest version of the available technologies having equal or better performance or functionality at the same or lesser unit prices.

During performance of the Contract, the Supplier shall offer to NPCI all new versions, releases and updates of standard software, as well as related technical support within 30 days of their availability from the OEM.

8.19 Confidentiality

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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.

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

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

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

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

8.20 Indemnity

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

- a) an act of omission or commission of the bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,
- b) breach of any of the terms of this Agreement or breach of any representation or false statement or false representation or inaccurate statement or assurance or covenant by the bidder,
- c) bonafide use of the deliverables and or services provided by the bidder,
- d) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- e) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the bidder, under this contract,
- f) breach of confidentiality obligations of the bidder,
- g) Gross negligence or gross misconduct solely attributable to the bidder or by any agency, contractor, sub-contractor or any of their employees by the bidder for the purpose of any or all of the obligations under 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.

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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.

8.21 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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.

8.22 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

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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).

8.23 Liquidated Damages

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

8.24 Force Majeure

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

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

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

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

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

8.25 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 Supplier 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.

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

1. 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. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
4. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

8.26 Applicable Law and Governing Language

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

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

8.27 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

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

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

Section 9 - Technical Specifications

A. Supporting Features

- a) Automation tool should support the following without any extra procurement:

Category	Supported platforms
Operating systems	Microsoft Windows, Red Hat/SUSE Linux, Solaris, FreeBSD, IBM i5/os / OS 400, Unix, HP UX, AIX
Application servers	BEA Weblogic, Citrix Presentation Server, JBOSS, Apache Tomcat, IBM Websphere, IIS,
Storage	IBM, EMC, HP, Fujitsu, Sun, NetApp, Hitachi, DELL
Networking	Cisco, Network Diagnostics, Web operations, Juniper, Checkpoint, Radware, A-10, Fortinet, Fortigate, Citrix, F5
Databases	Oracle, MS SQL Server, Sybase, DB2, PG SQL, SQL server, MySQL,
Virtualization	VMware Server, VMware Virtual Infrastructure, Microsoft Hyper-V, Citrix XenServer, Citrix Presentation Server
Custom Applications	C, Java, .Net, IIS etc

- b) Automation tool must be able to interface and support the following without any extra procurement:

Category	Supported management tools
Service desk	HP Service Desk, HP Service Manager, BMC Remedy, HP Peregrine Service Center, CA Service Desk
Monitoring	HP Openview Operations, HP Operations Manager, HP Network Node Manager, BMC Patrol, IBM Netcool, CA Network and Systems Management, IBM Tivoli, MOM, SCOM 2007
Configure and change	HP Server Automation, HP Network Automation, HP Client Automation, HP Storage Essentials, Microsoft SMS, Symantec Altiris
CMDB	HP uCMDB, BMC Atrium, CA CMDB

- c) Help reduce the cost and complexity of managing mission critical business application workloads across platforms.
- d) Ensure consistent and reliable service delivery.
- e) Reduce time and increase agility
- f) Be easy to integrate with current IT environment for minimal impact on procedures and tools

- g) Run with minimal risk and errors during change execution
- h) Have features of Self-Service (to allow less trained users to create new Jobs); Batch Impact Analyzer (to ensure that time required for each job is not increasing exponentially); Advanced File Transfer (to reduce operator work and provide Secured file transfer Option).

B. Architecture

Automation tool should:

- a) Not be tied in to specific language or platform or vendor
- b) Be agentless
- c) Be capable of dynamic workload placement across physical, virtualized and cloud environments.
- d) Have built in secured credential storage capabilities as well as integration with credential storage technologies like PIM-ARCOS etc.
- e) Have automatic failover to a hot standby in case of failure.
- f) Have ability to import / export workflows
- g) Have a single machine to host the software editor and running environment.

C. Job management capabilities

Automation tool should:

- a) Allow job scheduling, management and monitoring across distributed environments from one central portal, also allowing users to take necessary actions of bypass, rerun etc as required.
- b) Be structured with current programming languages, preventing the need to learn scripting or new programming language.
- c) Easily deploy work flows in any of the following modes:
 - guided
 - automated
 - pre scheduled
- d) Be capable of triggering workflows and collecting inputs through:
 - i. Helpdesk tickets
 - ii. SMS
 - iii. Email
 - iv. Web
 - v. Phone call
- e) Have out of box content - to merge and map and create workflows using existing content
- f) Allow for insertion of jobs on an ad-hoc, one-off basis without affecting the permanent schedule.
- g) Allow multiple users to be logged in with no impact of performance.

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- h) Must allow a failed job to be resubmitted 'x' number of times.
- i) Ensure audit trail of activities being carried out.
- j) Have a built in database to store structured data that can be used for assess, update and insert.
- k) Should be able to create multiple custom views to display jobs as is appropriate or specific to the roles defined.
- l) Have version management of workflows with ability to compare two versions, revert to deleted version etc
- m) Have predictive capabilities - to ensure that issues are caught before time and also be able to simulate the workflow

- n) Notification: Provide alerts and notification using multiple channels like (but not limited to):
 - SMS
 - e mail
 - web
 - voice
- o) Should provide notification if a critical job is not going to complete or start before SLA cut-of time.

D. Version management

- a) Should be able to take current state of configuration of application in all servers and provide a differential report.
- b) Differential report should include details about registry settings, configuration files, etc
- c) Should be able to deploy the corrections to ensure all environments are in sync.

E. Reporting and documentation

- a) Help with audit compliance by comprehensive documentation and reporting.
- b) Archive with recording of activities performed
- c)
 - Allow to generate reports to detail
 - i. task output analysis
 - ii. patch compliance
 - iii. security / regulatory compliance
 - iv. operational compliance
 - v. configuration differences
- d) Have ability to generate dashboard for central monitoring
- e) Have ability to convert workflows to process document with scripts with masked passwords.

F. Security features:

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- a) Have collaborative capabilities to have groups and subgroups with separate RBAC (Role Based Access Control) permissions
- b) Have restriction of views and monitoring function depending on RBAC
- c) Have restrictions on features and functions depending on RBAC
- d) Must allow combination of user and group rules.

Section 10 - Documents forms to be put in Envelope A

Annexure A1

Bidder's Letter for EMD

To,

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

Subject: RFP No. NPCI: RFP: 13-14/0034 dated 13.01.2014 for "Proposal for Procurement of Automation tool"

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, 00,000/- (Rupees five lakhs only). This EMD is as required by clause 5.8 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: _____

Date: _____

BID GUARANTEE No.: _____

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

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

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs.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 its obligation(s) under the bid conditions, because the Bidder:

(a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

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

This guarantee will expire:

(a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or

(b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.

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

[Signature]

Annexure B

Bid Offer Forms (without Price) (Bidder's Letter Head)

OFFER LETTER

Date:

To

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

Dear Sir,

Subject: RFP No .NPCI: RFP: 13-14/0034 dated 13.01.2014 for “RFP for Procurement of Automation Tool”.

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

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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 Lakhs Only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure C

Manufacturer's Authorization Form

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

Date:

To:

WHEREAS

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

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

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Dated on _____ day of _____, _____

Annexure D

Bidder 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	2010-11	2011-12	2012-13
15	Net worth			
16	Turn Over			
17	PAT			

Annexure E

Declaration for Clean Track Record

To,

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of vendor for **“Request for Proposal for Procurement of Automation tool”**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure F

Declaration for Acceptance of RFP Terms and Conditions

To,

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for Selection of vendor for **“Request of Proposal for Procurement of Automation tool”**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure G

Declaration for Acceptance of Scope of Work

To,

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

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for Selection of vendor for **“RFP No. NPCI: RFP: 13-14/0034 dated 13.01.2014 for Request for Proposal for Procurement of Automation tool”**.

I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

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

Annexure H

Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for " **RFP No. NPCI: RFP: 13-14/0034 dated 13.01.2014 for Request for Proposal for Procurement of Automation tool**" in response to the RFP by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2014.
For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)
(Name Designation)
Date:
Business Address:

Annexure I

Eligibility Criteria Compliance.

Eligibility Criteria	Complied with Statements	Proof Attached
The bidder should be a Company registered under the Companies Act, 1956 since the last three years		Valid company Registration Certificate
The bidder should have minimum annual turnover of Rs. 7.5 Crores during the last three financial years (2010-11, 2011-12, 2012-13) or calendar years 2010, 2011, 2012 or bidder's financial years.		Audited balance sheets to be submitted
The bidder should be a profit (profit after tax) making company in the last financial year i.e. 2012-13 or calendar year 2012 or the Bidder's financial year.		Audited balance sheets to be submitted
The bidder should be authorized business and support partner for OEM equipment.		OEM letter
The Bidder should not be currently blacklisted by any bank / institution in India or abroad.		As per Annexure-E
The bidder should have implemented 2 similar projects across the country in the last 4 (four) years.		Project site details to be provided.

Section 11 - Documents to be put in Envelope 'B'

Annexure T

Technical Evaluation Compliance

Sr. No.	Criteria	Details	Compliance status (Yes/No)	Documents attached
1	Automation Tool, Current version number & OEM	To be specified by Bidder		
2	Automation tool should support the following without any extra procurement:			
3	Category	Supported platforms		
3.1	Operating systems	Microsoft Windows, Red Hat/SUSE Linux, Solaris, FreeBSD, IBM i5/OS / OS 400, Unix, HP UX, AIX		
3.2	Application servers	BEA Weblogic, Citrix Presentation Server, JBOSS, Apache Tomcat, IBM Websphere, IIS,		
3.3	Storage	IBM, EMC, HP, Fujitsu, Sun, NetApp, Hitachi, DELL		
3.4	Networking	Cisco, Network Diagnostics, Web operations, Juniper, Checkpoint, Radware, A-10, Fortinet, Fortigate, Citrix, F5		
3.5	Databases	Oracle, MS SQL Server, Sybase, DB2, PG SQL, SQL server, MySQL,		
3.6	Virtualization	VMware Server, VMware Virtual Infrastructure, Microsoft Hyper-V, Citrix XenServer, Citrix Presentation Server		
3.7	Custom applications	C, Java, .Net, IIS etc		
4	AUTOMATION TOOL MUST BE ABLE TO INTERFACE AND SUPPORT THE FOLLOWING WITHOUT ANY EXTRA PROCUREMENT:			
	Category	Supported management tools		

RFP for Procurement of Automation Tool

4.1	Service desk	HP Service Desk, HP Service Manager, BMC Remedy, HP Peregrine Service Center, CA Service Desk		
4.2	Monitoring	HP Openview Operations, HP Operations Manager, HP Network Node Manager, BMC Patrol, IBM Netcool, CA Network and Systems Management, IBM Tivoli, MOM, SCOM 2007		
4.3	Configure and change	HP Server Automation, HP Network Automation, HP Client Automation, HP Storage Essentials, Microsoft SMS, Symantec Altiris		
4.4	CMDB	HP uCMDB, BMC Atrium, CA CMDB		
5	Automation tool should:			
5.1	a) Help reduce the cost and complexity of managing mission critical business application workloads across platforms.			
5.2	b) Ensure consistent and reliable service delivery.			
5.3	c) Reduce time and increase agility			
5.4	d) Be easy to integrate with current IT environment for minimal impact on procedures and tools			
5.5	e) Run with minimal risk and errors during change execution			
5.6	f) Have features of Self-Service (to allow less trained users to create new Jobs); Batch Impact Analyzer (to ensure that time required for each job is not increasing exponentially); Advanced File Transfer (to reduce operator work and provide Secured file transfer Option).			
6	Architecture			
	Automation tool should:			

RFP for Procurement of Automation Tool

6.1	Not be limited in to specific language or platform or vendor			
6.2	Be agentless			
6.3	Be capable of dynamic workload placement across physical, virtualized and cloud environments.			
6.4	Have built in secured credential storage capabilities as well as integration with credential storage technologies like PIM-ARCOS etc.			
6.5	Have automatic failover to a hot standby in case of failure.			
6.6	Have ability to import / export workflows			
6.7	Have a single machine to host the software editor and running environment.			
7	Job management capabilities			
	Automation tool should:			
7.1	Allow job scheduling, management and monitoring across distributed environments from one central portal, also allowing users to take necessary actions of bypass, rerun etc as required.			
7.2	Be structured with current programming languages, preventing the need to learn scripting or new programming language.			
7.3	Easily deploy work flows in any of the following modes:			
	<ul style="list-style-type: none"> • guided 			
	<ul style="list-style-type: none"> • automated 			
	<ul style="list-style-type: none"> • pre scheduled 			
7.4	Be capable of triggering workflows and collecting inputs through:			
	o Helpdesk tickets			
	o SMS			
	o Email			
	o Web			
	o Phone call			

RFP for Procurement of Automation Tool

7.5	Have out of box content - to merge and map and create workflows using existing content			
7.6	Allow for insertion of jobs on an ad-hoc, one-off basis without affecting the permanent schedule.			
7.7	Allow multiple users to be logged in with no impact of performance.			
7.8	Must allow a failed job to be resubmitted 'x' number of times.			
7.9	Ensure audit trail of activities being carried out.			
7.10	Have a built in database to store structured data that can be used for assess, update and insert.			
7.11	Should be able to create multiple custom views to display jobs as is appropriate or specific to the roles defined.			
7.12	Have version management of workflows with ability to compare two versions, revert to deleted version, etc.			
7.13	Have predictive capabilities - to ensure that issues are caught before time and also be able to simulate the workflow			
8	Notification			
8.1	a) Provide alerts and notification using multiple channels like (but not limited to):			
8.2	o SMS			
	o e mail			
	o web			
	o voice			
8.3	Should provide notification if a critical job is not going to complete or start before SLA cut-of time.			
9	Version management			

RFP for Procurement of Automation Tool

9.1	Should be able to take current state of configuration of application in all servers and provide a differential report.			
9.2	Differential report should include details about registry settings, configuration files, etc.			
9.3	Should be able to deploy the corrections to ensure all environments are in sync.			
10	Reporting and documentation			
10.1	Help with audit compliance by comprehensive documentation and reporting.			
10.2	Archive with recording of activities performed			
10.3	Allow to generate reports to detail			
10.3.1	task output analysis			
10.3.2	patch compliance			
10.3.3	security / regulatory compliance			
10.3.4	operational compliance			
10.3.5	configuration differences			
10.3.6	Have ability to generate dashboard for central monitoring			
10.3.7	Have ability to convert workflows to process document with scripts with masked passwords.			
11	Security features:			
11.1	a) Have collaborative capabilities to have groups and subgroups with separate RBAC (Role Based Access Control) permissions			
11.2	b) Have restriction of views and monitoring function depending on RBAC			

RFP for Procurement of Automation Tool

11.3	c) Have restrictions on features and functions depending on RBAC			
11.4	d) Must allow combination of user and group rules.			

Technical specifications of hardware and software (to be procured by NPCI) to be provided by the bidder:

Hardware specs	
OS details	
Third party software specs	
Any additional hardware / software	

The bidder is required to provide exhaustive list of the hardware, software, etc. to be procured by NPCI to implement the Automation Tool. The bidder agrees to procure and provide to NPCI at its own cost, the hardware / software omitted to be included in the above list.

Dated this..... Day of.....2014.

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

Section 12 - Documents to be put in Envelope 'C'

Annexure K

Commercial Bid Form

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

Re: "RFP-2013-14/0034 dated 13.01.2014 for Proposal for Procurement of Automation tool"

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

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

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

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

Dated this..... Day of.....2014

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure L

Commercial Bid Format

No.	Line Item	Unit Price	Tax	Sub-Total	Qty.	Total Price
1. Software license						
S1.	Automation tool as per as technical specifications					
Total-1						
2. Implementation						
S2.	Implementation Charges in Man month (implementation charges will be paid based on Man-month rate on pro-rata basis)					
Total-2						
3. AMC Charges						
S3.1	AMC for 2 nd year					
S3.2	AMC for 3 rd year					
S3.3	AMC for 4 th year					
S3.4	AMC for 5 th year					
S3.5	AMC for 6 th year					
Total-3						
Total (1+2+3)						

Dated this..... Day of.....2014

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure -M

LINE ITEM WISE PRICES

Line Item	Item Name/Part No	Description	Unit Price	Tax	Sub Total	Quantity	Total Price
1							