



RFP FOR CENTRALISED PREPAID SOLUTION

Tender Reference Number: RFP:2012-13/0036 dated 26.02.2013
National Payments Corporation of India
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This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. NPCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. NPCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. **Further, NPCI reserves the right to select more than one vendor for the deployment of the Centralised prepaid solution.**

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.28,090.00 (i.e. Rs.25,000+Service Tax@12.36%) (Rs. Twenty Eight Thousand Ninety 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.

Abbreviations and Acronyms

“Applicant” means a reputed Indian/foreign Prepaid Solution provider having the requisite experience in hosting a Prepaid Payment Cards solution who has applied for the RFP.

“Application” means the RFP submitted by an Applicant in the prescribed format.

“NPCI” means National Payments Corporation of India.

“RFP” means Request for Proposal

“GUI” means Graphical User Interface

“EMD” means Earnest Money Deposit

“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.

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Section 1 – BID Schedule and Address

| Sr.No | Description | Detailed Information |
|-------|--|---|
| 1 | Name of Project | RFP FOR CENTRALISED PREPAID SOLUTION |
| 2 | Tender Reference Number | NPCI:RFP:2012-13/ 0036 Dated 26.02.2013 |
| 3 | Date of release of Bidding Document (Document can be downloaded from NPCI website) | February 26, 2013 |
| 4 | Last date and time for receiving Bidders Pre-Bid clarifications in writing | March 15, 2013, 6.30 PM |
| 5 | Date and Time for Pre Bid Meeting | March 28, 2013, 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 | April 9, 2013, 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 | April 9, 2013 3.30PM Will be informed 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 |

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| | | 13th Floor, R Tech Park, off western express highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai – 400063 |
| 11 | Bid Related Queries | Ms Mona Kapoor Email – mona.kapoor@npci.org.in Mr. Rajesh Sakpal Email – rajesh.sakpal@npci.org.in Mr. Prashant Awale Email - prashant.awale@npci.org.in |
| 12 | Bid Cost | Rs.28,090.00 (Rs.25,000.00 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. 28,090 (i.e. Rs. 25,000.00 +Service Tax@12.36%) (Non-Refundable) payable at Mumbai.*

Section 2 – Introduction

2.1 About NPCI:

National Payments Corporation of India (NPCI) is a Company 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 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:

2.2.1 This document is addressed to Prepaid Platform Solution Providers and seeks their interest to partner with NPCI to provide a Centralised Prepaid Infrastructure.

2.2.2 NPCI's Centralised prepaid infrastructure is envisaged as a multi-institutional platform that will enable banks, small & large, to host its prepaid program/s on the shared platform.

2.2.3 This document lists the requirements for the platform to be deployed for various banks including Value Added Services (VAS) and commercials on a totally variable model.

2.2.4 NPCI's Centralised Prepaid Platform is envisaged with the aim to meet following key goals:

2.2.4.1 To enable more issuers to offer prepaid Instruments through third party distribution channels and from their bank branches

2.2.4.2 Implementing a UID linked prepaid account programme and thereby assist in setting up government programmes for subsidy distribution, Pension & scholarship disbursements, and financial inclusion

2.2.4.3 Improve the capacity/scalability of the operations to cope with higher volumes and reduce operational cost, issues and customer complaints

2.3 Success Criteria

2.3.1 The success of the project will be measured based on the following:

2.3.1.1 Product acceptance in the market (sales)

2.3.1.2 Implementation in line with agreed variable cost and timeframes with Prepaid Vendor

2.3.1.3 Significant risks are adequately controlled, mitigated or accepted by management with approved discretion

2.3.1.4 Impact on operational and customer services staff and processes is well managed and controlled

2.4 Cost of the RFP

2.4.1 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.

2.4.2 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.28,090.00 (Inclusive service tax@12.36%) (INR Twenty Five Thousand ninety 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.

2.5 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 mentioned in Section-1.

2.6 Single Point Contact

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

2.7 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 Scope of Work:

Prepaid Platform deployment is envisaged through partnering with Prepaid Solution providers having adequate experience in the field of Prepaid Payment Cards. The Prepaid Solution provider will be required to partner with NPCI in operationalizing the Prepaid Platform.

NPCI Centralised Prepaid Project will be conducted in three phases.

Phase 1: NPCI will outsource all activities for prepaid programme hosting to the external service provider. The technical infrastructure shall continue to be located & operated as per service provider's current set up. The Prepaid Service Provider is not required to enhance its existing infrastructure especially for this program. The capacity may be enhanced when participating banks and volumes increase to warrant an increase in infrastructure capacity at no incremental cost.

Phase 2: NPCI will evaluate the hosting model based out of NPCI's premises. All existing programmes shall be transferred to NPCI infrastructure in phase 2. At such time NPCI shall bear required infrastructure cost in-house while the Prepaid Solution Provider will be responsible for providing the prepaid application and support to migrate the Prepaid Programs on to NPCI premises and submit the commercial proposal on lines of a monthly subscription fee. Request for change in the Prepaid application due to regulatory guidelines will be done free of cost.

Changes requested by participating banks to support the features of the product may be closed in negotiation process between Bank and Prepaid Solution provider. The cost to be paid by the banks for such changes is as quoted by the vendor under Annexure C2 – Price format for the manhours required to do the change.

Phase 3: NPCI will evaluate the set-up of the infrastructure on its own. At this stage NPCI may choose to license the system from the existing service provider or build its own system. The proposal for the license must be attached herewith as per Annexure Y - License Cost while the licence grant should be perpetual. All existing programmes shall be transferred to NPCI infrastructure in phase 3. At the time of participating in this RFP, the service provider must be agreeable to licensing the technology and/or to migrate the live programmes to NPCI in phase 3 as per terms and conditions of the agreement at no additional cost to NPCI or the participating bank.

3.2 Escrow Mechanism:

NPCI and BIDDER shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the current copy of the source code, object code, and documentation for each product (the "Escrowed Materials"). NPCI and escrow agent shall decide the escrowed material. NPCI decision in this regards shall be treated as final and binding. NPCI reserves the right to carry out testing either themselves or by an acceptable third party for source code or any other material to be included in the Escrow Materials for the purposes of creating an escrow with the escrow agent acceptable to the NPCI.

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The Escrow shall be pursuant to a separate, written escrow agreement between the Escrow Agent, BIDDER and NPCI (the 'Escrow Agreement') in order to protect its interests in an eventual situation. The essential conditions of this Purchase Order shall be the following among other conditions.

- a) The Escrow costs shall be borne by BIDDER.
- b) Release Conditions: BIDDER agrees, and the Escrow shall contain a provision providing that the Escrow Agent shall release the Escrowed Materials for a product to NPCI upon request if:
 - i. BIDDER discontinues Maintenance Services for such product at any time during which NPCI is entitled or has elected to receive maintenance services for such product;
 - ii. BIDDER materially breaches any agreement between NPCI and BIDDER under which BIDDER is required to maintain or support the products and fails to remedy such breach within thirty (30) days of receipt of notice; or
 - iii. BIDDER becomes subject to any form of bankruptcy, insolvency, administration, compromise, receivership, debtor's relief law, or anything analogous to such event, in each case in any jurisdiction or BIDDER becomes insolvent.
- c) License to Escrowed Materials. BIDDER/IP Owner shall ensure NPCI that in any case covered by release conditions when the release is sought, it shall have a worldwide, non-transferable, exclusive, perpetual, irrevocable and fully paid-up license to modify, enhance, translate, convert, recompile, reverse engineer, upgrade and otherwise prepare derivative versions of the Escrowed Materials that the NPCI can receive in the manner provided herein, including the right to authorize others to do the foregoing on behalf of NPCI or its affiliates and to authorize thereafter the NPCI or its affiliates the authorized use of the products.
- d) Verification: NPCI shall have the right at any time to contact the Escrow Agent for purposes of confirming the existence of the Escrowed Materials, including Updates thereto, and for verification of the instructions to the Escrow Agent to release the Escrowed Materials.

Cost for Escrow arrangement for the source code: BIDDER shall bear the cost for Escrow arrangement of the source code.

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 Prepaid Card Solution and support services sought by NPCI for the entire period of the contract. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

4.2 Eligibility Criteria:

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

| Sr. No | Eligibility Criteria |
|--------|---|
| 1 | The bidder should be operational in business for a minimum period of 3 years in India. |
| 2 | The bidder should be a Company registered under the Companies Act 1956. |
| 3 | The bidder shall be the owner /certified or authorised agent / reseller / partner of the Prepaid Solution offered and should be holding the unconditional rights to market the Prepaid Solution. The bidder shall provide relevant documents as evidence. |
| 4 | The bidder should have minimum annual turnover of Rs. 50 cr in the last financial year i.1. 2011-12 (or calendar year 2011 or the Bidder's financial year) |
| 5 | The bidder should be a profit making company in the last financial year i.e 2011-12 (or calendar year 2011 or the Bidder's financial year) |
| 6 | The bidder/bidder's solution provider should be in this line of activity and should be providing Prepaid Card solution (open/ semi closed/ closed loop / loyalty) in a minimum of one Public/ Private Sector Bank or a commercial entity in India. The solution offered should be currently running successfully. |
| 7 | The Prepaid Platform should be capable of managing both INR as well as foreign currency program |
| 8 | The solution/product offered should be compatible with all the guidelines issued by regulatory/ government bodies from time to time |
| 9 | The Bidder should have capability to manage a PAN India rollout with program management capabilities and state the system capability of Transaction processing per second (TPS) i.e. 250 with capability to scale up on a need basis at vendor own cost upon reaching 65% capacity), number of prepaid accounts that can be managed, uptime and time to evoke DR. |
| 10 | The bidder should provide the solution where by the application and data both primary and DR must be hosted in Payment Card Industry Data Security Standard (PCI DSS) |

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| | certified facility in India or willing to set-up a certified facility in India. Such a vendor if selected may launch the program under a hosted model and within 12 months from go live set-up its own infrastructure to support the program. |
| 11 | The bidder should not have been currently blacklisted by any Government /Government agency in India or abroad. |

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

4.3 Eligibility Criteria Response Sheet

4.3.1 The Bidders should complete the Eligibility Criteria Response Sheet as given in Annexure D.

4.3.2 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 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:

5.3.1 The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 5.15

5.4 Clarifications of Bidding Documents and Pre-bid Meeting:

5.4.1 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.

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

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

Replies to all the clarifications, modifications received through mail/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

5.5.1 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.

5.5.2 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.

5.5.3 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.

5.5.4 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

5.6 Bid Price

- 5.6.1** 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.
- 5.6.2** The VAT/Sales Tax/Service Tax should be shown separately in the Price Schedule.

5.7 Earnest Money Deposit (EMD)/Bid Security

- 5.7.1** The Bidder shall submit Earnest Money Deposit of Rs.5 lakh (Rupees one lakh only) in the form of a Demand Draft / Pay order from a scheduled bank in India in favor of "National Payments Corporation of India" payable at Mumbai valid for 3 months from the date of issue, or by way of a Bank Guarantee valid for 180 days as per format in Annexure A1 or A2.
- 5.7.2** 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:

- 5.9.1** The Bidder withdraws his bid before opening of the bids.
- 5.9.2** The Bidder withdraws his bid after opening of the bids but before Notification of Award.
- 5.9.3** The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
- 5.9.4** The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- 5.9.5** Failure to accept the order by the Selected Bidder within 14 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.
- 5.9.6** 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.

5.10 Period of Validity of Bids

5.10.1 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

5.11.1 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

5.12.1 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

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

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

5.13.3 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.

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

C Submission of Bid

5.14 3-Envelope Bidding process:

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

5.14.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '***RFP for Centralised Prepaid System***'

5.14.3 The inner and outer envelopes shall

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

5.15 Contents of the 3 Envelopes:

5.15.1 Envelope 'A' should 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.28,090.00 (i.e. Rs.25,000.00 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 Regarding Clean Track by Bidder – Annexure J
12. Capacity Enhancement Undertaking & Regulatory / Scheme Compliance – Phase I – Annexure K
13. Last three years audited balanced sheet and profit and loss statements.
14. Satisfactory performance certificates from two customers currently utilizing Prepaid Solution in India.
15. This RFP document duly signed by the authorized signatory on all pages.
16. Sign RFP copy by Bidders.

5.15.2 Envelope 'B' should be superscribed as Technical Bid:

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

1. Technical Specifications of the Centralised Prepaid Solution Proposed – Annexure T
2. Bidders Experience – Annexure T1
3. Client details for Reference – Annexure T2

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

5.15.3 Envelope 'C' should be superscribed as Commercial Bid:

5.15.4 Envelope 'C' should be superscribed as 'Commercial Bid':

1. Commercial Offer Form – Annexure C1
2. Commercial Proposal – Annexure C2
3. License Cost - Annexure C3

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

5.16 Bid Submission

- 5.16.1** Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in the Section 1.
- 5.16.2** The offers should be made strictly as per the formats given in the RFP.
- 5.16.3** 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:

- 5.19.1** The document doesn't bear signature of authorized person.
- 5.19.2** It is received through Telegram/Fax/E-mail.
- 5.19.3** It is received after expiry of the due date and time stipulated for Bid submission.
- 5.19.4** 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.
- 5.19.5** No bid shall be rejected at bid opening, except for late bids.

5.20 Deadline for Submission

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

5.21 Extension of Deadline for submission of Bid

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

5.22 Late Bid

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

5.23 Modifications and Withdrawal of Bids

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

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

5.24 Right to Reject, Accept/Cancel the bid

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

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

5.26.1 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.

5.26.2 The minimum score of 75% is required for a Technical Bid to qualify for further evaluation. This may be reduced to 70% if only 1 vendor qualifies in the technical evaluation.

5.26.3 Commercials of the vendors with over 75% score will be evaluated for arriving at L1.

5.26.4 In case there is only 1 vendor with 75% or above then the commercials of the vendors with score of 70% or above will be evaluated.

5.26.5 Following is the weightage table given for commercial evaluation Bid

| Head | Weightage |
|--------------------------------------|-----------|
| Setup Cost | 35% |
| Per transaction cost | 50% |
| Per card cost | 5% |
| Manhour Cost(RFC/enhancements cases) | 5% |

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| | |
|--------------|----|
| License cost | 5% |
|--------------|----|

5.26.6 NPCI reserves the right to select more than one vendor for the deployment of the Centralised prepaid solution.

5.26.7 Post selection of the L1 vendor, in order to arrive at the second vendor for deployment of the centralised prepaid solution the next best vendor will be requested to match the quote of the L1 vendor. If the L2 vendor refuses then this will continue until the last vendor having technical score of 75% or above refuses to match the price. Post which the vendors having a score of 70% and above will be asked to match the quote of the L1 vendor until the last vendor having technical score of 70% or above refuses to match the price.

5.26.8 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

6.1.1 Bids will be opened in 3 stages:

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

6.2 Stage 1 - Opening of Envelope A

- 6.2.1** 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.
- 6.2.2** 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.
- 6.2.3** 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.
- 6.2.4** Only those Bids which meet eligibility criteria will qualify for technical evaluation.

6.3 Stage 2 - Opening of Envelope B

- 6.3.1** 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.
- 6.3.2** The representatives of the Bidders 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.
- 6.3.3** 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.
- 6.3.4** Only those Bids that are technically qualified will be eligible for opening of commercial bids.

6.4 Stage 3 - Opening of Envelope C

- 6.4.1** Those Bidders who qualify technically will be intimated by email, the date, time and address for opening of Commercial Bids.
- 6.4.2** The representatives of the Bidders, who choose to be present at the opening of Commercial Bids, have to produce an authorization letter from the Bidders to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the 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 Technical Bids:

- 7.1.1** 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.
- 7.1.2** 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.
- 7.1.3** 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.
- 7.1.4** 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.
- 7.1.5** Written replies submitted in response to the clarifications sought by NPCI, if any, will be reviewed.
- 7.1.6** NPCI may interact with the Customer references submitted by Bidder, if required.
- 7.1.7** 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:

- 7.2.1** Scope of Work
- 7.2.2** 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.
- 7.2.3** 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.
- 7.2.4** Compliance to Technical Requirement stipulated in the RFP, duly supported by documentary evidence will be evaluated in detail.
- 7.2.5** Technical skill set available, availability of customer support personnel etc., would be considered.
- 7.2.6** Written reply, if any, submitted in response to the clarification sought by the NPCI, if any, will be reviewed.

- 7.2.7** The Bidders are required to provide documentary evidence, wherever available, for the technical specifications stated in Annexure T
- 7.2.8** In case only one vendor is qualified for Technical Bids then NPCI shall select that vendor for Centralised Prepaid System
- 7.2.9** The vendor shall give demo regarding technical capabilities and product proposition as a part of Technical evaluation
- 7.2.10** NPCI reserves the right to select more than one vendor for the deployment of the Centralised prepaid solution
- 7.2.11** NPCI may interact with the Customer references submitted by bidder, if required.

7.3 Evaluation of Commercial Bids:

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

1. Commercial bids of only the technically qualified short-listed bidders who have scored a minimum of 75 % technical score will be opened and evaluated.
2. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
3. 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.
4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totalling the line items in the Commercial Bid will govern.
5. Commercial bids of only the technically qualified short-listed bidders who have scored a minimum of 75% technical score will be opened and evaluated.

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

7.4 Successful Evaluated Bidder:

- 7.4.1** 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 Notification of Award:

- 8.1.1** 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 /Purchase Order to the selected Bidder.

8.2 Notification of Award / Purchase Order:

- 8.2.1** Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall accept the Purchase Order.
- 8.2.2** Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.
- 8.2.3** Upon the successful Bidder accepting the Notification of Award or 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 Taxes and Duties:

- 8.3.1** 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.
- 8.3.2** Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. Octroi shall be reimbursed to supplier by NPCI at actual on production of original receipt.
- 8.3.3** The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.

8.4 Term of Contract

Contract shall be initially for a period of five years from date of acceptance. 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 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.

a) **Confidentiality of the customer data**

The Parties may disclose to each other information, which at present is confidential and not in the public domain, including without limitation, information regarding the business operations, financial information and marketing strategies, business projections, etc. ("Confidential Information"). Both the Parties intend that such Confidential Information be kept confidential as between the Parties. The Parties undertake and agree to keep in confidence and not disclose to others the Confidential Information, provided such Confidential Information is given in writing or, if oral, is reduced to writing within thirty (30) days and such writing is marked to indicate the claims of ownership and/or secrecy.

b) **SLA & Penalty**

The vendor shall guarantee Prepaid System Uptime of 99.982% per year. If downtime of Prepaid System 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 by each bank.

c) **Contract Period and Termination**

The Agreement shall be effective from the Effective Date and shall remain in full force and effect for a period of 3 years from the Effective Date or such other extended period as may be mutually agreed by the Parties.

Either party reserves the right to terminate this Agreement at any time, without assigning any reason, by giving a prior written notice of 120 days to other Party and vendor shall facilitate a smooth migration of the program to alternate platform with in agreement with the bank at such time / extended time as agreed on the occurrence of this event.

d) **Payment Terms**

The Prepaid solution vendor will invoice the banks for their respective programs and collect the fees as applicable on a quarterly basis.

For invoices raised to Banks by Prepaid vendor the payment will be released within 30 days of the receipt of the Invoice.

e) **NPCI Role and Responsibility**

NPCI role limited to assignment of IIN for banks, establish connectivity with prepaid platform provider, RuPay certification of prepaid platform provider/s and processing of transactions routed through NFS and RuPay network.

f) **Selection of Centralised Prepaid Vendor by Bank**

Bank has evaluated the technical aspects and selected the prepaid platform provider on the basis of its own evaluation. NPCI is not a party to the selection process of prepaid platform provider selected by the bank.

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:

8.8.1 Performance Bank Guarantee shall be applicable as per the table defined below. Successful Bidder will submit Performance Guarantee as per NPCI format attached as 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 Bidder. Bank guarantee will be valid for 1 year which may be renewed further as requested by NPCI.

8.8.2

| Phase | PBG |
|-----------|--|
| Phase I | Rs. 10 lacs |
| Phase II | Basis the 10 % of the Business volume (Cash & POS spends on Prepaid portfolio put together) or Rs. 25 Lacs whichever is higher |
| Phase III | Rs. 50 lacs (In case of NPCI decided to go with the license model and not develop in house) |

8.9 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

8.10 Deliverables

The Centralised Prepaid Solution as per the scope of work and Business Requirement Documents and terms shall be handed over to NPCI.

| Phase | Deliverables |
|----------|---|
| Phase I | <ul style="list-style-type: none"> - Prepaid system deployment out of vendor premises in conformance to the technical specifications in the RFP document. - Request for change in the Prepaid application due to regulatory guidelines will be done free of cost. - Changes requested by participating banks to support the features of the product may be closed in discussion between Bank and Prepaid Solution provider. The manhour charges for such changes will be as quoted by vendor in Annexure C2 i.e. Commercial Bid section. |
| Phase II | <ul style="list-style-type: none"> - Prepaid solution to be hosted out of NPCI premises, Vendor to provide the Prepaid application. - Hardware will be procured by NPCI, vendor to provide consultative |

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| | |
|-----------|---|
| | <p>support for finalisation of the hardware requirement.</p> <ul style="list-style-type: none"> - Further vendor to support the Migration of programs from Vendor premises to NPCI Hosted solution free of cost. - Request for change in the Prepaid application due to regulatory guidelines will be done free of cost. - Changes requested by participating banks to support the features of the product may be closed in discussion between Bank and Prepaid Solution provider. The manhour charges for such changes will be as quoted by vendor in Annexure C2 i.e. Commercial Bid section. |
| Phase III | <ul style="list-style-type: none"> - License the Prepaid application to NPCI. - Support the application changes / upgrades under an escrow arrangement. - The Vendor shall provide Source Code of the application design for NPCI. - The vendor shall not market the application enhancements / customisation made on account of the recommendations and product design made by NPCI for a period of 36 months from the date of making the enhancement live. - And if NPCI chooses to go from Phase I to Phase III then the vendor to support the Migration of programs from Vendor premises to NPCI Hosted solution free of cost - Request for change in the Prepaid application due to regulatory guidelines will be done free of cost. - Changes requested by participating banks to support the features of the product may be closed in discussion between Bank and Prepaid Solution provider. The manhour charges for such changes will be as quoted by vendor in Annexure C2 i.e. Commercial Bid section. |

8.11 Terms of Delivery:

8.11.1 Delivery schedule for all three phases is tabulated below:

| Phase | Delivery Time |
|-----------|---|
| Phase I | 4 months or 120 days from the date of award of contract |
| Phase II | 3 month from the date of notification to vendor |
| Phase III | 6 month from the date of notification to vendor |

8.12 Service Level & Penalty:

8.12.1 Successful Bidder shall guarantee Prepaid System Uptime of 99.982% per year. If downtime of Prepaid System 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 by each bank as advised by NPCI.

8.13 Payment Terms:

8.13.1 For invoices raised to Banks by Prepaid vendor the payment will be released within 30 days of the receipt of the Invoice

8.13.2 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.

| Phase | Payment Terms |
|-----------|--|
| Phase I | NPCI reserves the right to select more than one vendor for the deployment of the Centralised prepaid solution. The Prepaid solution vendor will invoice the banks for their respective programs and collect the fees as applicable on a quarterly basis |
| Phase II | The Prepaid solution vendor will invoice the banks for their respective programs and collect the fees as applicable on a quarterly basis |
| Phase III | NPCI will raise invoices to respective banks and recover the fees |

8.14 Price:

8.14.1 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 Confidentiality:

8.15.1 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 format provided in the Annexure Z hereof.

8.16 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,

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- (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.

8.17 Extension of Contract

The term of this Contract shall be initially for a period of Five years subject to annual performance review.

8.18 Intellectual Property

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

8.19 Bidder's Liability

8.19.1 The selected Bidder will be liable for all the deliverables.

8.19.2 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 Purchase Order.

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.

8.20 Termination of Purchase Order

For Convenience

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

For Insolvency

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

For Non-performance

NPCI reserves its right to terminate the Purchase order in the event the Bidder repeatedly fails to deliver in accordance with the scope of work given in the Purchase Order.

Liquidated Damages

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 shall be levied as per the following table.

| Phase | Delivery Time | Liquidated Damages |
|-----------|---|---|
| Phase I | 4 months or 120 days from the date of award of contract | Penalty of Rs. 10,000 per day, until the system is deployed in production |
| Phase II | 3 month from the date of notification to vendor | Penalty of Rs. 25,000 per day, until the entire program data migration is successfully completed. |
| Phase III | 6 month from the date of notification to vendor | Penalty of Rs. 25,000 per day, until the entire program data migration is successfully completed. |

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 penalty as defined hereunder:

| Phase | Penalty |
|----------|---------------------------------------|
| Phase I | 7.5% of total prepaid portfolio value |
| Phase II | 5% of total prepaid portfolio value |

8.21 Force Majeure

1. 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 it's delay in performance or other failure to perform its obligations under the contract is the result of as 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.
2. 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 Fraudulent and Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among 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.

“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.

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.

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.

8.23 Notification of Award / Order cancellation

NPCI reserves its right to cancel the Notification of Award / Purchase 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.

8.24 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.

8.24.1 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.

8.24.2 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.

8.24.3 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.
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; The award to be passed by the arbitral tribunal will be reasoned.
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.

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 MD & 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

The Prepaid Platform provider is required to provide processing support functions & consultancy support. Functionality of platform provider include Aadhaar number mapping to card account, hosting card account as a system of record processing, transaction processing including authorization and settlement, managing interface with the payment network, enable fraud and data security control, support MIS reporting and reconciliation report.

The Prepaid Platform provider is required to provide system architecture of Prepaid Solution along with Biometric authentication with UIDAI.

The solution should allow setting up of multiple Prepaid Product variants including both INR and Foreign Currency.

9.1 Technical Criteria Response Sheet

9.1.1 The Bidders should complete the Technical Criteria Response Sheet as given in Annexure T.

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

| Sr. No | Functionalities | Weightage |
|--------|---|-----------|
| 1 | Product Features | |
| | The system should have following Multifunctional cards enabled: | |
| | Consumer - Gifts, Remittances, Youth, Travel, Payroll, Self-Banked, Budgeting or Bucketing ,Privacy ,Transportation ,Health Benefits ,Internet Shopping | 15% |
| | Commercial - Payroll, Employee Benefits ,Travel Expenses, Promotional Campaigns, Customer acquisition, Incentive or Bonus Payments, Rebates, Corporate Purchases, Insurance, Petty Cash | |
| | Government - Veterans Benefits ,Social Benefits, Unemployment Payments, Government employee benefits, Travel Expenses, Disaster Payments | |
| | Card Management System functionality | |
| 2 | The system must have a work flow based Card holder registration process according to KYC policies, eKYC including Aadhaar mapping with the provision to define pre and post registration parameters | 45% |
| 3 | The system should be highly parameterised for any type of Prepaid Product on IIN Range, validity of the card, enable only ATM or POS transaction or e Commerce, MicroATM biometric transaction, Merchant Category Code/ Terminal ID wise authorisation or blocking. | |
| 4 | The system should have provision for configuring new programs, change parameters, define dormancy parameters and define card values (minimum and maximum). | |
| 5 | The system should support configuration of tolerance limits based on Merchant Category Code (MCC) during program set up. | |
| 6 | The product set up in Prepaid system should be based on IINs, IIN Range and Type of card. | |
| 7 | The solution should support features such as velocity checking, negative files etc. It should support various transactions including chip based, key management, address verification and card verification etc. | |
| 8 | The solution should support 2FA for e Commerce transactions and RuPay | |

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| | Chip compliant as per the RBI guidelines. |
| | The system should provide Access Control facility to: |
| | a) Issuer Branches and Third Party Agents |
| | b) Call Centre |
| | c) Back office |
| | d) Card holders' for complaints |
| | e) Management Review & reports |
| | f) Program Management to NPCI |
| | g) Support issuance of Magstripe / Virtual / EMV and contactless prepaid form factors |
| 9 | The system should provide customised solutions to specific groups of cardholders or closed user groups for issue of co-branded cards etc. for usage at specific MCC (Merchant Category Code). |
| 10 | The prepaid system functionalities and features should support single message, dual message, ATM, MicroATMs biometric, POS, Mobile, Internet, e-Commerce, m-Commerce and electronic fund Transfers, etc. with authentication supported by Signature , PIN and Biometric. |
| 11 | The system should provide for clearing and settlements Report separately for each category of transactions/ Prepaid products or for all categories of transactions/Prepaid products. |
| 12 | The system should provide for flexible and dynamic multiple currency conversion and issue of Cards in Indian Rupees and Foreign Currency. |
| 13 | The system should provide Browser Based GUI solution to NPCI, Corporate, Bank, Cardholders, Third Party Agents and bank's support team. Prepaid Platform provider should confirm the list of activities that may be performed. |
| 14 | The vendor should undertake URL procurement for Internet access to Bank, Cardholders and Third Party Agents with IP filter. |
| 15 | The system should provide individual card entry and Batch upload at Bank, Corporate and Third Party Agent level for bulk issuance/reloading of cards. |
| 16 | The system should provide Communication link between Bank, Corporate, Cardholders and Third Party Agents and vendor's location through internet with necessary security at both ends. |
| 17 | The system should provide 24x7 Customer Service module. |
| 18 | The solution should provide for Card Not Present authentication of ecommerce transactions. |
| 19 | The solution should provide SMS and Email alerts to the cardholders for Card Present and Card Not Present transactions. |
| | 1. Customer Registration |
| | 2. Reload |
| | 3. Refund (Partial or Full) |
| | 4. POS / ATM Approve Transaction |
| | 5. POS / ATM Decline Transaction |
| | - Wrong PIN |
| | - PIN Block |
| | - Insufficient Funds |
| | - Blocked Card |
| | - Locked Card |

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| | - Expired Card | |
| | - Inactive Card | |
| | - Minimum Trxn Limit | |
| | - Maximum Transaction Limit | |
| | 6. Reversal Transaction | |
| | 7. Card Activation | |
| | 8. PIN Change | |
| | 9. TIP & Surcharge provision for select MCC | |
| | 10. Reverse Interchange for select transactions based on transaction type /MCC | |
| 20 | The Pre-paid card should be a Magnetic-stripe/ Virtual / Contactless / Chip personalized/Non-personalized card of RuPay standards with the value stored in the Host based system. | |
| 21 | The system should use a hardware security module (HSM) for PIN and CVD and CVD2 generation and verification | |
| 22 | The system should support customer selectable PINs. | |
| 23 | The Prepaid system must support linking of multiple cards to the same User ID. | |
| 24 | The system should support single unique customer ID across products. This link should provide a consolidated view of the customer's activities/transactions | |
| 25 | System should generate Prepaid Account statement both soft copy as well as physical statement | |
| 26 | The system should capable of fee charging module | |
| | Operations & MIS | |
| 27 | The system should be supported by a robust Dispute Resolution Management System and provide Charge Back, Re-presentment, Debit/Credit adjustment, Pre-compliance, Compliance, Pre-Arbitration and Arbitration etc as per RuPay operating regulations. | |
| 28 | The system should provide following Reports & MIS Branch-wise/Region-wise/Card Centre: (Format to be finalised with the winning Bidder). Report frequency should be Daily, Monthly and Quarterly. | |
| 28 (A) | 1. Card Generation | 20% |
| | 2. Card status/ activity | |
| | 3. Inventory balance | |
| | 4. Card activated/ loads | |
| | 5. Card closure | |
| | 6. Card re-fill | |
| | 7. Card usage | |
| | 8. Available Balance | |
| | 9. Matched & Settled records | |
| | 10. Unmatched records | |
| | 11. Charge-back records | |
| | 12. Balance sheet- daily | |
| | 13. Settlement reports | |
| | 14. Negative Balance | |
| | 15. Fraud Alert Reports | |
| | Additional reports as may be supported | |

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| 29 | The cardholders should be provided access to view and manage their card account through Internet; securely with proper authentication and identification | |
| 30 | The system should allow card ordering, indenting via agent/branch portal which should get reflected real time in the system. | |
| 31 | The system must provide APIs to support PIN change on ATMs, IVR and cardholder self-care site. | |
| 32 | The system must support credit interest on credit balance for prepaid cards with configurable interest rates | |
| 33 | The solution should support top-ups using funding files, scratch cards, bank to card transfer from the agent and customer care portal | |
| 34 | The solution should have system security functionalities in terms of user authentication, access management, audit trails and data backup. | |
| 35 | The system should support Admin function at Card Centre and Regional Office level for creation, modification, deletion, suspension of users. | |
| 36 | The system should provide Audit trail with user name, activity, IP number of the terminal etc., of all the activities with date stamp of the server-retrievable for 10 years and in case of legal disputes till the dispute is resolved | |
| | Risk Management | |
| 37 | The system should provide for following Risk Management features – Velocity checks, PIN, CVV validation, card hotlisting and Online alerts for suspect transactions etc. | |
| 38 | The system should provide for auto release of blocked funds for chargeback cases | |
| 39 | The vendor should provide operations staff to support day to day operations of the prepaid card management system | |
| 40 | The system should provide Prepaid card management and also offer end-to-end services in Pre-paid card solution including back-end services of maintenance, Authorisation, network management, authorisation, MIS, Settlement Services and Dispute resolution. | |
| 41 | The deliverables shall also include business operations for the following: | 15% |
| | a. Processing of settlement files from the shared networks | |
| | b. Processing of interchange settlement files | |
| | c. Reconciliation of transactions | |
| | d. Generating the exceptions and taking appropriate action with the approval of the Bank | |
| | e. Generating and sending standard reports and other reports/ MIS as defined by the Bank from time to time | |
| | f. Timely escalation to the Bank on exceptions | |
| 42 | The solution should provide EOD reconciliation and settlement i.e. daily reconciliation and settlement of unsuccessful transactions by credit to the cardholders accounts etc. | |
| 43 | The system should provide Card stock tracking and inventory management of stocks at Branches with details of Dead Stock, Slow moving etc. for proper replenishment from a central location. | |
| 44 | The solution should provide for following Card actions – Temporary blocking, Hot listing, Re-issuance and Re-issue with existing balance. | |
| 45 | System should have Business Continuity Plan (BCP) in place. | |

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| 46 | The system should include functionalities like, interchange accounting and necessary reporting tools/exposure management / risk management tools / Fraud Management and Anti Money Laundering (AML) Tools with web enabled MIS for Branches/Card Centre of the Bank. | |
| | General Requirements | |
| 47 | The solution should support standard messaging formats including ISO 8583 and XML, provide for seamless Hardware and Firmware upgrades; Operating System and Middleware upgrades. | 5% |
| 48 | The solution should also be capable of providing interface/API with the Core Banking solution of the Bank, any of the third party systems that the Bank is using currently, Switch driving the POS terminals of the Bank and real time electronic funds transfer Applications. | |
| 49 | Selected vendor system should provide customized front end screen / look and feel as per the member bank requirements for customer screens , sales partner screens and bank staff screens. | |
| 50 | The pricing should be flexible with only processing option and processing option along with Procurement of plastic, Card Pouch, embossing / personalisation, stuffing and other card related stationary like User Guide, PIN mailer, Card Mailer etc, if opted by member banks. | |

Documents forms to be put in Envelope 'A'

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

To,

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

Subject: RFP No. NPCI: RFP: 2012-13/0036 dated 26.02.2013 for “Centralised Prepaid System”.

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 8th Floor, RBI Premises,
Bandra Kurla 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: 2012-13/0036 dated 26.02.2013 for "Centralised Prepaid System".

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

Dear Sir,

Subject: RFP No. NPCI: RFP: 2012-13/0036 dated 26.02.2013 for “Centralised Prepaid System”.

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

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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.500,000.00 (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 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 |
| | | | | |

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Annexure D: Eligibility Criteria Response

(Bidder's Letter Head)

To

Date:

NPCI

Dear Sirs,

Re: RFP No. NPCI: RFP: 2012-13/0036 dated 26.02.2013 for “Centralised Prepaid System”

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 and 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 the information submitted under the Eligibility Criteria to NPCI under this RFP is accurate.

| Sr. No | Eligibility Criteria | Response |
|--------|---|----------|
| 1 | Period of operational in business in India minimum 3 year | |
| 2 | Whether the bidder is a Company registered under the Companies Act 1956 | |
| 3 | Bidder is the owner /certified or authorised agent / reseller / partner of the Prepaid Solution offered , holding unconditional rights to market the Prepaid Solution. | |
| 4 | The bidder should have minimum annual turnover of Rs. 50 cr in the last financial year i.1. 2011-12 (or calendar year 2011 or the Bidder's financial year) | |
| 5 | The bidder should be a profit making company in the last financial year i.e 2011-12 (or calendar year 2011 or the Bidder's financial year) | |
| 6 | State the number of Public/ Private Sector Bank or a commercial entity in India where the solution offered is currently running successfully in this line of activity and providing Prepaid Card solution (open/ semi closed/ closed loop / loyalty). | |
| 7 | System capability of prepaid Platform for managing both INR | |

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| | as well as foreign currency programs | |
| 8 | Compatibility with all existing regulatory prepaid guidelines | |
| 9 | <p>State the capability to manage a PAN India rollout with program management capabilities with minimum system capability of following as :</p> <ul style="list-style-type: none"> - Transaction processing per second (TPS), - Number of prepaid accounts /cards - Uptime - Min / max time to evoke DR - Maximum Number of banks that can be onboarded under the existing capacity - Data Storage capacity of the servers supporting the prepaid systems currently - % utilisation of the data storage currently under existing program | |
| 10 | Both primary and DR must be hosted in Payment Card Industry Data Security Standard (PCI DSS) certified facility in India or willing to set-up a certified facility in India. Such a vendor if selected may launch the program under a hosted model and within 12 months from go live set-up its own infrastructure to support the program | |
| 11 | Is the bidder blacklisted by any Government /Government agency in India or abroad. | |

Signature: _____.

Name:_____ -

Designation:_____

Date: _____, Place _____

Annexure E – Declaration for Acceptance of RFP Terms and Conditions

To,

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

Sir,

Re: RFP No. NPCI: RFP: 2013-14/0036 dated 26.02.2013 for “Centralised Prepaid System”.

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

Yours faithfully,

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

Annexure F – Declaration for Acceptance of Scope of Work

To,

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

Sir,

Re:

RFP No. NPCI: RFP No. NPCI: RFP: 2012-13/0036 dated 26.02.2013 for “Centralised Prepaid System”.

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 _____ 2013.

For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

Annexure J: 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, 8th Floor, RBI Premises,
Bandra (E), Mumbai – 400 051.

Sir,

Re: RFP No. NPCI: RFP: 2012-13/0036 dated 26.02.2013 for “Centraised Prepaid System”.

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

Or

I declare the following

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

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure K: Capacity Enhancement Undertaking & Regulatory / Scheme Compliance – Phase I

(Bidder's Letter Head)

To

Date:

NPCI

Dear Sirs,

Re: RFP No. NPCI: RFP: 2012-13/0036 dated 26.02.2013 for “Centralised Prepaid System”

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 and 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, upon notification of the award we shall perform the necessary capacity enhancement in the systems and manpower supporting the NPCI Prepaid program at no incremental cost as evaluated and agreed with NPCI and issuing bank under the quarterly portfolio review.

We also undertake that the Prepaid application is currently compliant with all regulatory prepaid guidelines. We further commit that upon award of contract we shall comply with all regulatory / scheme compliance as per timelines indicated, at no extra cost.

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

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

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

FORMAT: Letter of Undertaking

(Bidder's Letter Head)

To

The Chief Executive Officer

National Payments Corporation of India,

C-9, 8th Floor, RBI Premises,

Bandra Kurla Complex

Bandra(E), Mumbai – 400 051.

Sir,

Reg.: Our bid for Centralised Prepaid System 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 _____ 2013.

Yours faithfully

For _____

Signature: _____

Name: _____

Section 10 – To be put in Envelope ‘B’

Annexure-T: Technical Requirements

| Sr. No | Functionalities | Response |
|--------|---|----------|
| | Product Features | |
| | The system should have following Multifunctional cards enabled: | |
| 1 | Consumer - Gifts, Remittances, Youth, Travel, Payroll, Self-Banked, Budgeting or Bucketing ,Privacy ,Transportation ,Health Benefits ,Internet Shopping | |
| | Commercial - Payroll, Employee Benefits ,Travel Expenses, Promotional Campaigns, Customer acquisition, Incentive or Bonus Payments, Rebates, Corporate Purchases, Insurance, Petty Cash | |
| | Government - Veterans Benefits ,Social Benefits, Unemployment Payments, Government employee benefits, Travel Expenses, Disaster Payments | |
| | Card Management System functionality | |
| 2 | The system must have a work flow based Card holder registration process according to KYC policies, eKYC including Aadhaar mapping with the provision to define pre and post registration parameters | |
| 3 | The system should be highly parameterised for any type of Prepaid Product on IIN Range, validity of the card, enable only ATM or POS transaction or e Commerce, MicroATM biometric transaction, Merchant Category Code/ Terminal ID wise authorisation or blocking. | |
| 4 | The system should have provision for configuring new programs, change parameters, define dormancy parameters and define card values (minimum and maximum). | |
| 5 | The system should support configuration of tolerance limits based on Merchant Category Code (MCC) during program set up. | |
| 6 | The product set up in Prepaid system should be based on IINs, IIN Range and Type of card. | |
| 7 | The solution should support features such as velocity checking, negative files etc. It should support various transactions including chip based, key management, address verification and card verification etc. | |
| 8 | The solution should support 2FA for e Commerce transactions and RuPay Chip compliant as per the RBI guidelines. | |
| | The system should provide Access Control facility to: | |
| | a) Issuer Branches and Third Party Agents | |
| | b) Call Centre | |
| | c) Back office | |
| | d) Card holders' for complaints | |
| | e) Management Review & reports | |

RFP FOR CENTRALIZED PREPAID SOLUTION.

| | |
|----|--|
| | f) Program Management to NPCI |
| | g) Support issuance of Magstripe / Virtual / EMV and contactless prepaid form factors |
| 9 | The system should provide customised solutions to specific groups of cardholders or closed user groups for issue of co-branded cards etc. for usage at specific MCC (Merchant Category Code). |
| 10 | The prepaid system functionalities and features should support single message, dual message, ATM, MicroATMs biometric, POS, Mobile, Internet, e-Commerce, m-Commerce and electronic fund Transfers, etc. with authentication supported by Signature , PIN and Biometric. |
| 11 | The system should provide for clearing and settlements Report separately for each category of transactions/ Prepaid products or for all categories of transactions/Prepaid products. |
| 12 | The system should provide for flexible and dynamic multiple currency conversion and issue of Cards in Indian Rupees and Foreign Currency. |
| 13 | The system should provide Browser Based GUI solution to NPCI, Corporate, Bank, Cardholders, Third Party Agents and bank's support team. Prepaid Platform provider should confirm the list of activities that may be performed. |
| 14 | The vendor should undertake URL procurement for Internet access to Bank, Cardholders and Third Party Agents with IP filter. |
| 15 | The system should provide individual card entry and Batch upload at Bank, Corporate and Third Party Agent level for bulk issuance/reloading of cards. |
| 16 | The system should provide Communication link between Bank, Corporate, Cardholders and Third Party Agents and vendor's location through internet with necessary security at both ends. |
| 17 | The system should provide 24x7 Customer Service module. |
| 18 | The solution should provide for Card Not Present authentication of ecommerce transactions. |
| 19 | The solution should provide SMS and Email alerts to the cardholders for Card Present and Card Not Present transactions. |
| | 1. Customer Registration |
| | 2. Reload |
| | 3. Refund (Partial or Full) |
| | 4. POS / ATM Approve Transaction |
| | 5. POS / ATM Decline Transaction |
| | - Wrong PIN |
| | - PIN Block |
| | - Insufficient Funds |
| | - Blocked Card |
| | - Locked Card |
| | - Expired Card |
| | - Inactive Card |

RFP FOR CENTRALIZED PREPAID SOLUTION.

| | | |
|-----------|---|--|
| | - Minimum Txn Limit | |
| | - Maximum Transaction Limit | |
| | 6. Reversal Transaction | |
| | 7. Card Activation | |
| | 8. PIN Change | |
| | 9. TIP & Surcharge provision for select MCC | |
| | 10. Reverse Interchange for select transactions based on transaction type /MCC | |
| 20 | The Pre-paid card should be a Magnetic-stripe/ Virtual / Contactless / Chip personalized/Non-personalized card of RuPay standards with the value stored in the Host based system. | |
| 21 | The system should use a hardware security module (HSM) for PIN and CVD and CVD2 generation and verification | |
| 22 | The system should support customer selectable PINs. | |
| 23 | The Prepaid system must support linking of multiple cards to the same User ID. | |
| 24 | The system should support single unique customer ID across products. This link should provide a consolidated view of the customer's activities/transactions | |
| 25 | System should generate Prepaid Account statement both soft copy as well as physical statement | |
| 26 | The system should be capable of fee charging module | |
| | Operations & MIS | |
| 27 | The system should be supported by a robust Dispute Resolution Management System and provide Charge Back, Re-presentment, Debit/Credit adjustment, Pre-compliance, Compliance, Pre-Arbitration and Arbitration etc as per RuPay operating regulations. | |
| 28 | The system should provide following Reports & MIS Branch-wise/Region-wise/Card Centre: (Format to be finalised with the winning Bidder). Report frequency should be Daily, Monthly and Quarterly. | |
| 28 (A) | 1. Card Generation | |
| | 2. Card status/ activity | |
| | 3. Inventory balance | |
| | 4. Card activated/ loads | |
| | 5. Card closure | |
| | 6. Card re-fill | |
| | 7. Card usage | |
| | 8. Available Balance | |
| | 9. Matched & Settled records | |
| | 10. Unmatched records | |
| | 11. Charge-back records | |
| | 12. Balance sheet- daily | |
| | 13. Settlement reports | |
| | 14. Negative Balance | |
| | 15. Fraud Alert Reports | |

RFP FOR CENTRALIZED PREPAID SOLUTION.

| | | |
|----|---|--|
| | Additional reports as may be supported | |
| 29 | The cardholders should be provided access to view and manage their card account through Internet; securely with proper authentication and identification | |
| 30 | The system should allow card ordering, indenting via agent/branch portal which should get reflected real time in the system. | |
| 31 | The system must provide APIs to support PIN change on ATMs, IVR and cardholder self-care site. | |
| 32 | The system must support credit interest on credit balance for prepaid cards with configurable interest rates | |
| 33 | The solution should support top-ups using funding files, scratch cards, bank to card transfer from the agent and customer care portal | |
| 34 | The solution should have system security functionalities in terms of user authentication, access management, audit trails and data backup. | |
| 35 | The system should support Admin function at Card Centre and Regional Office level for creation, modification, deletion, suspension of users. | |
| 36 | The system should provide Audit trail with user name, activity, IP number of the terminal etc., of all the activities with date stamp of the server-retrievable for 10 years and in case of legal disputes till the dispute is resolved | |
| | Risk Management | |
| 37 | The system should provide for following Risk Management features – Velocity checks, PIN, CVV validation, card hotlisting and Online alerts for suspect transactions etc. | |
| 38 | The system should provide for auto release of blocked funds for chargeback cases | |
| 39 | The vendor should provide operations staff to support day to day operations of the prepaid card management system | |
| 40 | The system should provide Prepaid card management and also offer end-to-end services in Pre-paid card solution including back-end services of maintenance, Authorisation, network management, authorisation, MIS, Settlement Services and Dispute resolution. | |
| | The deliverables shall also include business operations for the following: | |
| | a. Processing of settlement files from the shared networks | |
| | b. Processing of interchange settlement files | |
| 41 | c. Reconciliation of transactions | |
| | d. Generating the exceptions and taking appropriate action with the approval of the Bank | |
| | e. Generating and sending standard reports and other reports/ MIS as defined by the Bank from time to time | |
| | f. Timely escalation to the Bank on exceptions | |
| 42 | The solution should provide EOD reconciliation and settlement i.e. daily reconciliation and settlement of unsuccessful transactions by credit to the cardholders accounts etc. | |

RFP FOR CENTRALIZED PREPAID SOLUTION.

| | | |
|----|---|--|
| 43 | The system should provide Card stock tracking and inventory management of stocks at Branches with details of Dead Stock, Slow moving etc. for proper replenishment from a central location. | |
| 44 | The solution should provide for following Card actions – Temporary blocking, Hot listing, Re-issuance and Re-issue with existing balance. | |
| 45 | System should have Business Continuity Plan (BCP) in place. | |
| 46 | The system should include functionalities like, interchange accounting and necessary reporting tools/exposure management / risk management tools / Fraud Management and Anti Money Laundering (AML) Tools with web enabled MIS for Branches/Card Centre of the Bank. | |
| | General Requirements | |
| 47 | The solution should support standard messaging formats including ISO 8583 and XML, provide for seamless Hardware and Firmware upgrades; Operating System and Middleware upgrades. | |
| 48 | The solution should also be capable of providing interface/API with the Core Banking solution of the Bank, any of the third party systems that the Bank is using currently, Switch driving the POS terminals of the Bank and real time electronic funds transfer Applications. | |
| 49 | Selected vendor system should provide customized front end screen / look and feel as per the member bank requirements for customer screens , sales partner screens and bank staff screens. | |
| 50 | The pricing should be flexible with only processing option and processing option along with Procurement of plastic, Card Pouch, embossing / personalisation, stuffing and other card related stationary like User Guide, PIN mailer, Card Mailer etc, if opted by member banks. | |

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 supply, installation and maintenance of Links:

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

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

Signature: _____

Name: _____

Designation: _____

Date: _____ Place _____

Section 11

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 9 – To be put in Envelope ‘C’

Annexure C1

Commercial Bid Form

(To be included in Commercial Bid Envelope)

To:

Date:

NPCI

Dear Sir,

Re: RFP No. NPCI: RFP: 2012-13/0036 dated 26.02.2013 for “Centralised Prepaid Solution”

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.....2013.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure C2: Price Format

(Bidder's Letter Head)

(To be included in Commercial Envelope Only)

| Fee | Item | In Rs | |
|-----|---|--|------------------|
| A | One time set-up fee for the prepaid program as defined in the Technical Specification : Per bank One time setup fee shall be paid by bank to vendor for enabling multiple Domestic Prepaid Programs (such as Gift / Payroll / General purpose reloadable prepaid etc.) and Travel Prepaid (foreign currency) product | | |
| B | Per transaction | | |
| C | Procurement of plastic, Card Pouch, embossing / personalisation, stuffing and other card related stationary like User Guide, PIN mailer, Card Mailer, if opted by the bank | Slab | Per Card (In Rs) |
| | | Upto 10 thousand | M |
| | | Above 10 thousand and upto 25 thousand | N |
| | | Above 25 thousand | O |
| D | Cost for manhours for application enhancement other than Regulatory / Scheme Mandates. | | |

Fee C - In case of bank decides to go for 'Fee C' then payment will be done basis slab as tabulated above. A payment calculation shall be done basis total cumulative cards procured by the bank annually slab wise.

RFP FOR CENTRALIZED PREPAID SOLUTION.

E.g.

| | |
|---|-------------------------------------|
| Number of cards procured by bank (order 1) : 7,500 | $7,500 \times M$ |
| Number of cards procured by bank (order 2) : 7,500 | $2,500 \times M + 5000 \times N$ |
| Number of cards procured by bank (order 3) : 20,000 | $10,000 \times N + 15,000 \times O$ |

Please Note: Taxes as applicable from time to time shall be paid by the bank.

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

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure C3 - License Cost

To be put in Envelope 'C'

(Bidder's Letter Head)

To

Date:

NPCI

Dear Sirs,

Re: RFP No. NPCI: RFP: 2012-13/0036 dated 26.02.2013 for "Centralised Prepaid Solution"

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 and 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 to sell the license of the "<name of the prepaid application>" to NPCI under this RFP under the following proposal.

| Year | License Cost | Remarks |
|--------|--------------|---|
| Year 1 | Rs. | In case NPCI takes the decision to migrate to Phase III within 365 days post successful deployment. |
| Year 2 | Rs. | In case NPCI takes the decision to migrate to Phase III within 730 days post successful deployment. |
| Year 3 | Rs. | In case NPCI takes the decision to migrate to Phase III within 1,095 days post successful deployment. |
| Year 4 | Rs. | In case NPCI takes the decision to migrate to Phase III within 1,460 days post successful deployment. |
| Year 5 | Rs. | In case NPCI takes the decision to migrate to Phase III within 1,825 days post successful deployment. |

We understand that NPCI shall reserve the rights to buy licence from us or take a decision to develop the application in-house and not to buy license from us. We shall have no objection whatsoever about the NPCI decision.

RFP FOR CENTRALIZED PREPAID SOLUTION.

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

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

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

FORMAT: PROFORMA OF BANK GUARANTEE

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

(Please insert complete address)

Performance Bank Guarantee No:

We have been informed that----- (hereinafter called "the Supplier") has received the RFP award notification no. "-----" **dated** ----- issued by National Payments Corporation of India (NPCI), for ----- (hereinafter called "the award notification").

Furthermore, we understand that, according to the conditions of the award notification, 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 award notification, 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>

RFP FOR CENTRALIZED PREPAID SOLUTION.

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

{Signature of the Authorized representatives of the Bank}

Annexure I: Pre–Qualification Bid Letter

To

The Chief Executive Officer

National Payments Corporation of India,

C-9, 8th Floor, RBI Premises,

Bandra Kurla Complex

Bandra(E), Mumbai – 400 051.

Subject: RFP No. NPCI: RFP: 2012-13/0036 dated 26.02.2013 for “Centralised Prepaid System”.

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 Z: NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

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

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

AND

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

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

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

NOW THEREFORE

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

Article 1: Purpose

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

Article 2: DEFINITION

For purposes of this Agreement, “**Confidential Information**” means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was

or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case

Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

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

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

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities,

methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: JURISDICTION

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

Article 10: GOVERNING LAW

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

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

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

Article 13: INTELLECTUAL PROPERTY RIGHTS

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

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

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| 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: |