



REQUEST FOR PROPOSAL FOR ENGAGING AN AGENCY FOR IMPLEMENTATION OF NEW PRODUCTS

RFP Reference Number: NPCI:RFP:2013-14/0013 dated 19.08.2013

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

Important Detail about RFP

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

Checklist

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

1. Demand Draft / Pay Order of INR 5,618 (Rupees Five thousand Six Hundred Eighteen Only) inclusive of taxes, in Envelope - 'A' towarded cost of RFP.
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 1,00,000/- (Rupees One Lakh Only) towards Bid Security in Envelope - 'A' Earnest Money Deposit (EMD)
3. Eligible, Technical and Commercial Bids prepared in accordance with the RFP document.
4. Envelope 'A' Eligibility Criteria Response.
5. Envelope 'B' Technical Response
6. Envelope 'C' Commercial Bid.
7. Eligibility, Technical and Commercial Bids prepared in accordance with the RFP document.
8. This RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope - 'A'.
9. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid and any other documents submitted duly sealed and signed by the authorized signatory.
10. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
11. Prices to be quoted in Indian Rupees (INR).

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Section 1 - BID Schedule and Address

S.No.	Description	
	Name of Project	RFP for engaging an agency for Implementation of New Products
1	Tender Reference Number	NPCI:RFP:2013-14/0013 dated 19.08.2013
2	Date of release of Bidding Document (Document can be downloaded from NPCI website)	Document can be downloaded from NPCI's website
3	Last date and time of receiving Bidder Pre-bid clarifications in writing	02.09.2013
4	Last date and time for Submission Bids	10.09.2013 Time 15.00 Hrs.
5	a) Date and Time of Eligibility bid opening b) Technical Bid Opening c) Date and Time of Commercial Bid Opening	10.09.2013 Time 15.30 Hrs. Will be intimated later to the eligible Bidders. Reverse auction date & time will be intimated later to the technical qualified Bidders. .
6	Place of Bid Submission and opening of Bids	National Payments Corporation of India 13th Floor, R Tech Park, Off Western Express Highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063
7	Name and Address for communication	VP & Head IT Procurement National Payments Corporation of India 13th Floor, R Tech Park, off western express highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063
8	Bid Related Queries	Mr. Prashant Awale +91 8108108650 prashant.awale@npci.org.in Mr. Santosh Menon +91 8108186539 santosh.menon@npci.org.in Mr. Prasad Bapat : +91 8108186549 prasad.bapat@npci.org.in
9	Bid Cost	Rs 5,618.00 (inclusive of Service Tax @ 12.36%)
10	EMD/Bid Security	Rs.1,00,000.00

Note:

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

Section 2 - Introduction

2.1 About NPCI:

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

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

2.2 Objective of this RFP:

National Payments Corporation of India proposes to engage an agency for providing resources for new products implementation across all verticals excluding CTS & ACH.

2.3 Cost of the RFP

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

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

2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. 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. NPCI is not bound to disclose the grounds for rejection of Bid. The decision of the NPCI regarding the final declaration of the successful Bidder shall be final.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

2.5 Ownership of this RFP

The content of this RFP is a copy right material of National Payments Corporation of India. No part or material of this RFP document should be published on paper or electronic media without prior written permission from NPCI.

Section 3 - Scope of Work

3.1 Scope of Work:

The bidder shall deploy resources on site at NPCI premises for implementing new products. These resources should be minimum engineering graduate or post graduate in science/technology and should have hands-on experience of implementation of projects related to EFT switch or Card Payment industry.

The number of resources to be deployed would be minimum 3 per month for the entire contract period of one year. The requirement for number of resources will be reviewed quarterly. Number of resources to be deployed will be intimated before the start of each quarter. The bidder shall deploy the resources as per NPCI requirement within 15 days of interview & confirmation from NPCI.

The resources selected for deployment shall be earmarked for the entire duration of the contract. They shall not be shifted from the NPCI assignment for another assignment without permission from NPCI.

The scope of work to be undertaken by the resources under the supervision of NPCI official is as indicated in below table

Area of Work	Activity
Implementation of products- Card Payment & EFT Switch	Requirements gathering and finalization
	Architecture and Design specification
	Interface specification
	Test cases designing
	C/C++, Messaging middleware, Java
Pilot Testing of products- Card Payment & EFT Switch	ATM - NDC(NDC+, Aptra),DDC-(D912, D911)
	POS
	Biometric Authentication system like Aadhaar
	Mobile payment system
	E-Commerce
	EMV
	Any new product of Card Payment & EFT Switch
Testing of products-- Card Payment & EFT Switch	System and System Integration Testing
	Smoke Testing / Sanity Testing
	Regression Testing
	Product Release Testing
	User Acceptance Testing
	Stress and Benchmarking

Above resources shall be selected based on interview process conducted by NPCI officials.

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 should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

4.2 Eligibility Criteria:

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

- 4.2.1** The Bidder should be a Company registered in India under the Companies Act, 1956 for the last three (3) years.
- 4.2.2** The Bidder should have minimum annual turnover of Rs.1 Cr. In last financial year i.e.2012-13. If bidder is unable to provide audited financial statements for the year 2012-13, then bidder has to submit audited financial statements for 2011-12 along with 2012-13 unaudited Balance Sheet.
- 4.2.3** The Bidder should be a profit (profit after tax) making company in the last financial year i.e. 2012-13. If bidder is unable to provide audited financial statements for the year 2012-13, then bidder has to submit audited financial statements for 2011-12 along with 2012-13 unaudited Balance Sheet.
- 4.2.4** The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
- 4.2.5** The Bidder must have minimum 2 years' experience for carrying out at least 2 to 3 projects related to EFT switch or card payments industry
- 4.2.6** The Bidder should have minimum 10 resources on their payroll for at least 12 months. These resources should be minimum engineering graduate or post graduates in science/technology and should have hands-on experience of implementation of projects related to EFT switch or Card Payments industry.

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.

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 5.9

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 shall submit the queries only in the format given below:

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

- 5.4.3** Replies to all the clarifications, modifications received through mail and email will be posted on NPCI's website. Any modification to the Bidding Documents which may become necessary as a result of such queries shall be made by NPCI by issuing an Addendum, which will be hosted on NPCI's website.

5.5 Amendment of Bidding Documents

- 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 the 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:

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

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

5.7 Earnest Money Deposit (EMD) /Bid Security

- 5.7.1** The Bidder shall submit Earnest Money Deposit of Rs.1 lakh (Rupees One lakh only) in the form of a Demand Draft / Pay order from a scheduled bank in India in favor of "National Payments Corporation of India" payable at Mumbai, or by way of a Bank Guarantee valid for 180 days issued by a scheduled commercial bank as per format in Annexure A1 or A2.
- 5.7.2** No interest will be paid on the EMD.
- 5.7.3** Return of EMD

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.

5.8 Forfeiture of EMD

The EMD made by the Bidder will be forfeited if:

- a) The Bidder withdraws his Bid before opening of the bids.
- b) The Bidder withdraws his Bid after opening of the bids but before Notification of Award.

- c) The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
- d) The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- f) Failure to accept the order by the Selected Bidder within 7 days from the date of receipt of the Notification of Award / Purchase Order makes the EMD liable for forfeiture at the discretion of NPCI. However NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- g) Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, NPCI at its discretion may cancel the Order placed on the selected bidder without giving any notice.

5.9 Period of Validity of Bids:

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

5.10 Extension of Period of Validity

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

5.11 Format of Bid:

The Bidders shall prepare one hard copy of the entire Bid and one 'soft copy' of the Technical Bid marking it as "Technical Bid - Soft Copy". In case of any discrepancy between them, the original shall govern.

5.12 Signing of Bid:

- 5.12.1 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 5.12.2 All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.
- 5.12.3 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.
- 5.12.4 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 H) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified true copy should accompany the Bid.

C Submission of Bid

5.13 3-Envelope Bidding process:

- 5.13.1 The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.
- 5.13.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as ***'Request for Proposal for engaging an agency for implementation of new products'***
- 5.13.3 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.

5.14 Contents of the 3 Envelopes:

- 5.14.1 Envelope 'A' Eligibility Criteria. The following documents shall be inserted inside Envelope A:
 1. Bid Earnest Money in the form of Demand Draft - Annexure A1
OR
 - 1A. Bid Earnest Money in the form of Bank Guarantee - Annexure A2
 2. Bid Offer form (without price) - Annexure B
 3. Bidder Information - Annexure C
 4. Eligibility Criteria Response Sheet - Annexure D
 5. Declaration of Acceptance of Terms and Conditions - Annexure E
 6. Declaration of Acceptance of the Scope of Work - Annexure F
 7. Power of Attorney format - Annexure G
 8. Declaration regarding Clean Track Record - Annexure H
 9. Last one year audited Balance sheet and profit and loss statements.
 10. RFP document sealed and signed by authorized signatory.
 12. Cost of bid document in the form of Demand Draft / Banker's Cheque

5.14.2 Envelope ‘B’ Technical Bid:

The following documents shall be inserted inside Envelope B

- a) Technical Specifications- Annexure T
- b) Bidders Experience - Annexure T1
- c) Client details for Reference- Annexure T2
- d) Line item wise Masked Price Bid.

5.14.3 Envelope ‘C’ Commercial Bid:

- 1. Commercial Offer Form - Annexure C1
- 2. Commercial Proposal - Annexure C2

5.15 Bid Submission:

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

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

5.16 Bid Currency:

All prices shall be expressed in Indian Rupees only.

5.17 Bid Language:

The bid shall be in English Language.

5.18 Rejection of Bid

The bid is liable to be rejected if:

5.18.1 The document doesn't bear signature of authorized person.

5.18.2 It is received through Telegram/Fax/E-mail.

5.18.3 It is received after expiry of the due date and time stipulated for Bid submission.

5.18.4 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.

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

5.19 Deadline for Submission:

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

5.20 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.

5.21 Late Bid:

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

5.22 Modifications and Withdrawal of Bids:

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

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

5.23 Right to Reject, Accept/Cancel the bid:

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

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

5.24 RFP/RFP Abandonment:

NPCI may at its discretion abandon the process of the selection of Service Provider for the NPCI network any time before notification of award.

5.25 Bid Evaluation Process:

5.1. Bid Evaluation Process

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 Contacting NPCI:

5.26.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact NPCI for seeking any clarification any matter related to the bid, it should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact NPCI with a view to canvas for a bid or put any pressure on any official of the NPCI may entail disqualification of the concerned bidder or his bid.

Section 6 - Bid Opening

6.1 Opening of Bids:

Bids will be opened in 3 stages:

- Stage A - In stage A Eligibility Bids i.e. Envelope A will be opened.
- Stage B - In stage B the Technical Bids will be opened.
- Stage C - In stage C the Commercial Bids will be opened.

6.2 Opening of Eligibility Criteria Bids

- NPCI will open Envelope 'A' in the presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time.
- The representatives of the Bidders have to produce an authorization letter from the Bidders by way of letter or email / Identity Card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the NPCI.
- The Bidders' representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NPCI, the bids shall be opened at the appointed time and place on next working day.

6.3 Opening of Technical Bids:

- 6.3.1** NPCI will open 'B' for eligible bidders in presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time.
- 6.3.2** 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 Technical bids. Only one/two 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 bidders, who have previous experience in areas of work as prescribed in Annexure-T, would be considered for further evaluation. The bidder should have compliance to minimum 70% of activities in area of work. NPCI may ask to Bidders to make presentation to verify the bidder's experience in area of work.

6.4 Opening of Commercial Bids:

- 6.4.1** Commercial evaluation would be done by way of Reverse Auction to identify the successful bidder.
- 6.4.2** Only those Bids that are technically qualified will be eligible for opening of commercial bids. Bidders' representatives would not be invited to be present at the time of opening of the Commercial Bids as successful bidder would be identified through Reverse Auction.
- 6.4.3** Commercial bids will be opened as a part of the process to arrive at the start price for the Reverse Auction. NPCI may consider the lowest bid amount and decide the start price. If the lowest bid is found to be higher than the reasonable price based on market enquiries or through other means, NPCI would decide such identified price as the start price.
- 6.4.4** Those Bidders who qualify in the technical evaluation will be informed about the date and time of reverse auction. The Business Rules and Procedure / Terms & Conditions of Reverse Auction have been published on our website.

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 first 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** 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
- 7.1.5** Envelope A will be evaluated first and those who fulfill the eligibility criteria will be eligible for technical evaluation.
- 7.1.6** NPCI may interact with the Customer references submitted by Bidder, if required.

7.2 Evaluation of Technical Bids:

- 7.2.1** The Technical Evaluation will be based on the following broad parameters:
- 7.2.2** Scope of Work
- 7.2.3** Prior experience of the bidder in undertaking projects of similar nature
- 7.2.4** 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.
- 7.2.5** Comprehensiveness of the scope of activities that would be undertaken by the bidder will be considered in technical bid evaluation.
- 7.2.6** Written replies submitted in response to the clarifications sought by NPCI, if any, will be reviewed.
- 7.2.7** NPCI reserves the right to shortlist bidders based on comprehensiveness of the scope of activities as mentioned in the technical offer.
- 7.2.8** NPCI shall call for a presentation on the Bidder's proposal, from the short-listed bidders. Such presentations will become part of the technical evaluation.
- 7.2.9** NPCI may interact with the Customer references submitted by bidder, if required.
- 7.2.10** The Bidders are required to provide documentary evidence, wherever available, for the Scope of work stated in Annexure T.

- 7.2.11** Only those bidders, who have previous experience in areas of work as prescribed in Annexure-T, would be considered for further evaluation. The bidder should have compliance to minimum 70% of activities in area of work. NPCI may ask to Bidders to make presentation to verify the bidder's experience in area of work.

7.3 Evaluation of Commercial Bids:

- 7.3.1** The evaluation of commercial Bids will be done through Reverse Auction Process.
- 7.3.2** Bids of the bidders who qualify in the technical evaluation only will be eligible for commercial evaluation. Bidders' representatives will not be invited to be present at the time of opening of the Commercial Bids, as successful bidder would be identified through Reverse Auction.
- 7.3.3** Commercial bids will be opened as a part of the process to arrive at the start price for the Reverse Auction. NPCI may consider the lowest bid amount and decide the start price. If the lowest bid is found to be higher than the reasonable price based on market enquiries or through other means, NPCI would decide such identified price as the start price.

7.4 Successful Evaluated Bidder:

- 7.4.1** Bidder with the lowest commercial bid identified through Reverse Auction would be declared as successful evaluated Bidder, who will be called L1 Bidder.
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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 Signing of Purchase Order:

- 8.2.1** Within 5 days of receipt of Notification of Award 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.

8.3 Signing of Contract

After receipt of Notification of Award/Purchase Order, the successful Bidder shall execute the Contract with NPCI for a period of 1 year.

8.4 Taxes and Duties:

- 8.4.1** All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rate while making any payment.
- 8.4.2** 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.
- 8.4.3** The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.

8.5 Terms of Delivery:

- 8.5.1** The selected resources shall be deployed within 15 days after of interview & confirmation by NPCI officer.
- 8.5.2** A replacement of resources shall be provided within 15 days as per by NPCI intimation.

8.6 Performance Bank Guarantee

The Bidder should provide a performance guarantee in the format described in **Annexure 1**. The Performance guarantee should be provided at the beginning of project and should have value equivalent to the 10% of '*Total Contract value*'. The guarantee should be valid for a period of 12 months. Same shall be extended if project time lines exceeds the period of 12 months.

8.7 Penalty for default in delivery:

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

8.7.2 In the case of delay in compliance with the order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order.

8.8 Repeat Orders (Optional):

8.8.1 The term of this Contract shall be for a period of one year from the date of providing resources to NPCI. NPCI reserves the right to extend the contract subsequently for maximum one year. NPCI has also right to place repeat order to the Bidder for any additional resources during the contract period. Bidder has to submit the PBG for renewal period.

8.9 Payment Terms:

- a) Payment shall be released against monthly invoice submitted in arrears for actual working days of resources deployed suitably attested by NPCI officials. Bidder has to submit declaration every month, along with the Invoice, to the effect that the salaries have been paid to the resources.
- b) Working days shall be 6 days in a week and working hours shall be aligned with NPCI staff.
- c) As per the job requirement, the resources may be required to work on Sundays or NPCI holidays. They are eligible for compensatory off as per NPCI rules and as approved by NPCI officials.

8.10 Price:

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

8.11 Confidentiality:

The Bidder and subcontractors if any shall (whether or not he submits the tender) treat the details of the documents as secret and confidential.

The Bidder's obligations under this Section shall extend to the non-publicizing of any dispute arising out of the Purchase Order. Bidders shall execute the Non-Disclosure agreement as per NPCI format.

8.12 Liability:

The selected Bidder shall **indemnify NPCI** and be **liable for loss** due to services provided by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.

8.13 REPLACEMENT OF RESOURCE(S):

NPCI consider at its sole judgment that the Resource(s) provided by Bidders as unsuitable for the job for whatsoever reason, NPCI shall have the option either (1) to

terminate the Contract in part or as a whole or (2) to request Bidder for prompt replacement within 15 days at its cost.

In case any key resource wants to leave from service then Bidder shall take proper handover from the candidate before leaving the job so that NPCI operations shall not be affected.

Bidder should not replace the resources deployed for NPCI without NPCI permission.

8.14 TRANSPORTATION& OTHER EXPENSES:

NPCI shall not make any additional payment for transportation & other expenses of the personnel for travel from home to work and back or any other expenses.

8.15 FACILITIES PROVIDED BY NPCI:

NPCI shall provide seats, with required facilities like desktop/laptop, internet, intranet & LAN Connectivity free of cost for official work at NPCI Office. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of bidder.

8.16 Indemnity

(A) The Bidders 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 the Purchase Order,
- (ii) breach of any of the terms of the Purchase Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- (iii) bonafide use of the deliverables and or services provided by the Bidder,
- (iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- (v) employment claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Purchase Order,
- (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 contract.

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,

- (i) NPCI notifies the Bidder in writing immediately on being aware of such claim,
- (ii) 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 willful misconduct 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 equipment's 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 Bidder's Liability

- 8.17.1 The selected Bidder will be liable for all the deliverables.
- 8.17.2 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 contract/Purchase Order.
- 8.17.3 The Bidder's liability in case of claims against NPCI resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- 8.17.4 **Liquidated Damages:** The parties hereby agree that if due to negligent act of the Bidder or non-fulfillment of any obligations under the Purchase Order, NPCI suffers any losses or incurs damages the Bidder would be fully liable to the total value of the contract/Purchase Order.

8.18 Force Majeure

- 8.18.1 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.
- 8.18.2 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 the contract as far as possible. If the Event of Force Majeure shall continue for more than twenty 20 days either party shall be entitled to terminate the Contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.

8.19 Resolution of Disputes

All disputes or differences arising out of or in connection with the Contract between NPCI and the Bidder shall be settled amicably through good-faith negotiation between senior management of both parties. 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 shall be subject to the exclusive jurisdiction of courts at Mumbai. The Governing Law is of India.

- 8.19.1** 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/Purchase Order.
- 8.19.2** If, NPCI and the Bidder have been 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 mediated by a third party and/or adjudication in an agreed national forum.
- 8.19.3** The dispute resolution mechanism to be applied shall be as follows:
1. In case of disputes or difference arising between NPCI and the Bidder relating to any matter arising out of or connected with this Contract, such disputes or difference shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time. Where the value of the Contract is above ₹1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Bidder. The third arbitrator shall act as the presiding arbitrator.
 2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
 3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself;
 4. Where the value of the contract is ₹1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.
 5. In case, during the Arbitration proceedings, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.

8.20 Compliance with Applicable Laws of India

- 8.20.1** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NPCI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI /officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 8.20.2** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NPCI and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NPCI will give notice of any such claim or demand of liability within reasonable time to the Bidder.

8.21 Legal Compliances:

- 8.21.1** The Bidder confirm to NPCI that its personnel/ employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provision of the said Acts and is complying with the provisions of the Acts.
- 8.21.2** The Bidder shall allow NPCI to verify books insofar as they relate to compliance with the provisions of these Acts and shall provide on demand by NPCI such documentary proof as may be necessary to confirm compliance in this regard. NPCI shall not be responsible in any event to the employees of the Bidder for any of their outstanding claims or liability in that regard. NPCI will not be responsible for any claim or demand made by such personnel for their dues or outstanding against Bidder.
- 8.21.3** The Bidder shall allow NPCI to verify books insofar as they relate to compliance with these acts and shall provide on demand by NPCI such documentary proof as may be referred by them. NPCI shall not be responsible in any event to the employees of the Bidder for any of their outstanding claims or liability. NPCI will not be responsible for any claim or demand named by such personnel for their dues or outstanding against Bidders.

8.22 Governing Law

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

8.23 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 Bidder’s (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, pressurizing 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.

8.24 Order Cancellation

NPCI reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NPCI alone;

- i. Delay in deployment of resources beyond the specified period as set out in the Purchase Order; or
- ii. If the resources deployed are found unsuitable by NPCI, bidder shall replace the resources. If the replaced resources are also found unsuitable; or
- iii. 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.

In case of order cancellation, any payments made by NPCI to the Bidder for the particular product 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 Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document.

8.25 Termination of Contract

- For Convenience

NPCI by written notice sent to the Bidder may terminate the contract 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 contract is terminated and the date upon which such termination become effective.

- For Insolvency

NPCI may at any time terminate the contract and/or invoke performance guarantee 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 contract and / or invoke performance guarantee in the event the Bidder repeatedly fails to deliver in accordance with the scope of work given in the Contract.

8.26 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favourable terms than those contained in this RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same or better terms to NPCI. Unless mutually agreed, the rates shall remain firm.
- NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- Termination shall not absolve the liability of NPCI to make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should do peaceful handover of the legal possession of all the assets provided and obtain discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.27 Compliance with all applicable laws

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NPCI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NPCI and its employees/ officers/staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NPCI will give notice of any such claim or demand of liability within reasonable time to the Bidder.

This indemnification is only a remedy for NPCI. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the NPCI arising out of claims made by its customers and/or regulatory authorities.

8.28 Solicitation of Employees

Both the Parties should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and six months thereafter, except as the parties may agree on a case-by-case basis. The parties should agree that for the period of the contract and six months thereafter, neither party will cause or permit any of its directors or employees who have knowledge to directly or indirectly solicit of this contract for employing the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

8.29 Penalties and Delays in Bidder's performance

The Bidder should provide uninterrupted services to NPCI as per the requirements of this RFP. Inability of the Bidder to meet the stated shall be treated as breach of contract and would invoke the penalty clause. Overall cap for penalties will be 5% of the contract value. However in case issues are not resolved by the Bidder within the mutually agreeable time period thereafter, the contract may be cancelled as per section 8.25 of this RFP. In any which case NPCI also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to NPCI. Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to NPCI. Delivery and performance of the Services shall be made by the Bidder in accordance with the time schedule specified by NPCI. If at any time during performance of the Contract, the Bidder should encounter conditions impeding performance of the Services, the Bidder shall promptly notify NPCI in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of Bidder's notice, NPCI shall evaluate the situation and may at its discretion extend Bidder's time for performance, with or without liquidated damages, in which case the extension shall

be ratified by the parties by amendment of the Contract. Any delay by Bidder in the performance of its delivery obligations shall render Bidder liable to the imposition of liquidated damages, unless extension of time is agreed upon without the application of liquidated damages.

8.30 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

8.31 Violation of terms

NPCI clarifies that NPCI shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies NPCI may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

8.32 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

The Chief Executive Officer
C-9th 8th Floor, RBI Premises
Bandra Kurla Complex, Bandra (E)
Mumbai 400 051

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

Section 9 - Technical Requirements

Area of Work	Activity
Implementation of products- Card Payment & EFT Switch	Requirements gathering and finalization
	Architecture and Design specification
	Interface specification
	Test cases designing
	C/C++, Messaging middleware, Java
Pilot Testing of products- Card Payment & EFT Switch	ATM - NDC(NDC+, Aptra),DDC-(D912, D911)
	POS
	Biometric Authentication system like Aadhaar
	Mobile payment system
	E-Commerce
	EMV
	Any new product of Card Payment & EFT Switch
Testing of products- Card Payment & EFT Switch	System and System Integration Testing
	Smoke Testing / Sanity Testing
	Regression Testing
	Product Release Testing
	User Acceptance Testing
	Stress and Benchmarking

Section 10 Documents forms to be put in Envelope ‘A’

Annexure A1 Bidder’s Letter for EMD/Bid Security

To,

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

Subject: RFP No. NPCI: RFP: 2013-14/0013 dated 19.08.2013 for “engaging an agency for implementation of new products”.

We have enclosed an EMD in the form of a Demand Draft No. _____ issued by the branch of the _____ Bank, for the sum of Rs.1 lakh (Rupees one lakhs 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)

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

The Chief Executive Officer

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

Bank 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 . **NPCI: RFP: 2013-14/0013 dated 19.08.2013 for "engaging an agency for implementation of new products".**

Furthermore, we understand that, according to the conditions of the RFP, a Performance Bank Guarantee is required.

At the request of the Bidder, 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 Bidder to be in default under the RFP, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with -(Bank Name & Issuing branch address)-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

- (i) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----- <Amount in figures and words>.
- (ii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within three months of the expiry of the validity period of this Bank Guarantee viz. from -----.
- (iii) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or

by fax prior to close of banking business hours on ----- (Date) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----
----- (Bank & Its Address), upon the earlier of (a) its discharge by payment of claims aggregating to Rs. ----- <Amount in figures & words>. (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) <Claim Expiry Date>

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

{Signature of the Authorized representatives of the Bank}

Annexure B Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

To:

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

Dear Sir,

Subject: Regarding RFP No. NPCI: RFP: 2013-14/0013 dated 19.08.2013 for “engaging an agency for implementation of new products”

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

Until receipt of Purchase Order, 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 INR 1,00,000/- (INR One Lakh 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	2012-13 (If bidder is unable to provide audited financial statements for the year 2012-13, then bidder has to submit audited financial statements for 2011-12 along with 2012-13 unaudited Balance Sheet)
15	Net worth	
16	Turn Over	
17	PAT	

Signature: _____

Name: _____

Designation: _____

Date: _____, Place _____

Annexure D Eligibility Criteria Response

S.NO.	MINIMUM ELIGIBILITY CRITERIA	RESPONSE OF THE BIDDER	DOCUMENTS ATTACHED
1.	The Bidder should be a Company registered in India under the Companies Act, 1956 for the last three (3) years	Yes - Date of Incorporation	The bidder should produce proof of documents.
2.	The Bidder should have minimum annual turnover of Rs.1 Cr. In last financial year i.e.2012-13.	2012-13	This must be supported by audited financial statements (Reports) for the financial year 2012-13. If bidder is unable to provide audited financial statements for the year 2012-13, then bidder has to submit audited financial statements for 2011-12 along with 2012-13 unaudited Balance Sheet.
		YES/NO	
		Amt in Rs.Cr.	
3.	The Bidder should be a profit (profit after tax) making company in the last financial year i.e. 2012-13.	YES/NO	-do-
		Amt in Rs.Cr.	
4	The Bidder should not be currently blacklisted by any bank / institution in India or abroad.	Yes/No	Bidder shall provide undertaking as per Annexure -I
5	The Bidder must have minimum 2 years' experience for carrying out at least 2 to 3 projects related to EFT switch or card payment industry		Bidder shall provide customer order/client reference letter for the same

6.	The Bidder should have minimum 10 resources on their payroll for at least 12 months. These resources should be minimum engineering graduate or post graduates in science/technology and should have hands-on experience of implementation of project related to EFT switch or Card Payment industry	YES/NO			The bidder should produce CV of these resources
		Resource name	Education	Experience	

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,
BandraKurla Complex
Bandra, Mumbai - 400 051.

Sir,

Re: RFP No. NPCI: RFP: 2013-14/0013 dated 19.08.2013 for “engaging an agency for implementation of new products”

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 for making this bid.

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,
BandraKurla Complex
Bandra, Mumbai - 400 051.

Sir,

Re: RFP No. NPCI: RFP: 2013-14/0013 dated 19.08.2013 for “engaging an agency for implementation of new products”

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 _____ 2011.

For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

Annexure-H

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-9th 8th Floor, RBI Premises
Bandra Kurla Complex, Bandra (E)
Mumbai 400 051

Sir,

Re: RFP No. NPCI: RFP: 2013-14/0013 dated 19.08.2013 for “engaging an agency for implementation of new products”

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.

Yours faithfully,

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

Section 11 - To be put in Envelope 'B'

Annexure T Technical Specifications Compliance

Area of Work	Activity	Prior Work done in the area (Y/N)	Capable to carrying out Work (Y/N)
Implementation of products- Card Payment & EFT Switch	Requirements gathering and finalization		
	Architecture and Design specification		
	Interface specification		
	Test cases designing		
	C/C++, Messaging middleware, Java		
Pilot Testing of products- Card Payment & EFT Switch	ATM - NDC(NDC+, Aptra),DDC-(D912, D911)		
	POS		
	Biometric Authentication system like Aadhaar		
	Mobile payment system		
	E-Commerce		
	EMV		
	Any new product of Card Payment & EFT Switch		
Testing of products- Card Payment & EFT Switch	System and System Integration Testing		
	Smoke Testing / Sanity Testing		
	Regression Testing		
	Product Release Testing		
	User Acceptance Testing		
	Stress and Benchmarking		

Annexure T1 Bidder's Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of the 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

S.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. This Annexure has to fill separately for each of the subcontractors.

Signature: _____.

Name: _____.

Designation: _____

Date: _____, Place _____

Annexure T2 - Client Details

Provide details the client details wherever available:

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

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Date: _____, Place _____

Section 12 - To be put in Envelope 'C'

Annexure C1

Price Format

Annexure C1 Commercial Bid Format

No.	Line Item	Unit Price per month/Resource	Tax	Sub-Total	No. of Resources per month	Total Price per month	Total Price for 3 resources for 1 year
1. RESOUC							
1	Deployment of resources as per Scope of Work				3		
	GRAND TOTAL						

Annexure C2

Commercial Bid Form

(To be included in Commercial Bid Envelope)

To:

Date:

NPCI

Dear Sir,

Re: Engaging an agency for implementation of new products”

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

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

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

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

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

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

ANNEXURE-1

FORMAT: PROFORMA OF BANK GUARANTEE

Date

Beneficiary: NPCI [NATIONAL PAYMENTS CORPORATION OF INDIA]

(Please insert complete address)

Performance Bank Guarantee No:

We have been informed that----- (hereinafter called “the Supplier”) has received the purchase order no. “-----” **dated** ----- issued by National Payments Corporation of India (NPCI), for -----
----- (hereinafter called “the Purchase Order”).

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required.

At the request of the Supplier, We ----- (name of the Bank), the issuing Bank to furnish the details of its incorporation, and having its registered office at -----
----- and, for the purposes of this Guarantee and where claims are payable, acting through its ---- branch presently situated at ----- (hereinafter referred to as “Bank” which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of **Rs.----- (in figures) (Rupees----- (in words)----- only)** upon receipt by us of your first demand in writing on or before ----- (Date) declaring the Supplier to be in default under the purchase order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with -
(Bank Name & Issuing branch address)-----
-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

(iv) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----- <Amount in figures and words>.

(v) 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 -----.

(vi) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)-----
----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on -----
(Date) failing which all rights under this Bank Guarantee shall be forfeited and -----
----- (Bank), shall stand absolutely and unequivocally discharged of all of its

obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----
----- (Bank & Its Address), upon the earlier of (a) its discharge by payment of claims aggregating to Rs. ----- <Amount in figures & words>. (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) <Claim Expiry Date>

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

{Signature of the Authorized representatives of the Bank}

ANNEXURE-2

NON-DISCLOSURE AGREEMENT

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

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

AND

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

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

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

NOW THEREFORE

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

Article 1: Purpose

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

(STATE THE PURPOSE)

Article 2: DEFINITION

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

independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

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

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

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to

the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

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

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: JURISDICTION

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

Article 10: GOVERNING LAW

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

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

This Agreement shall remain valid from the date last written below until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be

binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

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

Article 14: GENERAL

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

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

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

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

**NATIONAL PAYMENTS CORPORATION OF
INDIA**

BIDDERS NAME

By:

Name:

Designation:

By:

Name:

Designation: