



भारतीय राष्ट्रीय भुगतान निगम  
NATIONAL PAYMENTS CORPORATION OF INDIA

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# ***REQUEST FOR PROPOSAL for Selection of Application Service Provider for providing e-Procurement services***

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**Tender Reference Number: RFP:2012-13/0013 dated 17.09.2012**

**National Payments Corporation of India  
13th Floor, R Tech Park,  
Off western express highway,  
Nirlon Complex, Near HUB mall ,  
Goregaon-East, Mumbai - 400063  
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Website: [www.npci.org.in](http://www.npci.org.in)**

## Disclaimer

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

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

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## Checklist

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

1. Demand Draft / Pay Order for Rs.5,618.00 (i.e. Rs.5,000+Service Tax@12.36%) (Rs.Five Thousand Six Hundred Eighteen only) towards cost of Bid document in Envelope - 'A'
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 1,00,000/- (Rupees Five Lakh Only) towards Bid Security in Envelope - 'A' Earnest Money Deposit (EMD)
3. Envelope 'A' Eligibility Criteria Response.
4. Envelop 'B' Technical Response
5. Envelope 'C' Commercial Bid.
6. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
7. Copy of this RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope - 'A'.
8. Prices to be quoted in Indian Rupees (INR).
9. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
10. All the pages and documents submitted as part of Bid must be duly sealed and signed by the authorized signatory.

## Table of Contents

<b>COPYRIGHT NOTICE .....</b>	<b>2</b>
<b>CHECKLIST .....</b>	<b>3</b>
ABBREVIATIONS AND ACRONYMS AND DEFINITIONS .....	7
<b>SECTION 1 - BID SCHEDULE AND ADDRESS.....</b>	<b>8</b>
2.1. ABOUT NPCI .....	9
2.2. OBJECTIVE OF THIS RFP .....	9
2.3. COST OF THE RFP .....	9
2.4. DUE DILIGENCE .....	9
2.5. OWNERSHIP OF THIS RFP .....	9
3.1 SCOPE OF WORK .....	10
3.2 BROAD REQUIREMENTS.....	10
3.3 GAP ANALYSIS AND CUSTOMIZATION.....	10
3.4 ESTIMATED NUMBER OF EVENTS IN THE FIRST YEAR .....	10
3.5 SINGLE POINT OF CONTACT.....	11
<b>SECTION 4 - ELIGIBILITY CRITERIA.....</b>	<b>12</b>
4.1. PRE-REQUISITE .....	12
4.2. ELIGIBILITY CRITERIA .....	12
4.3. FAILURE TO PROVIDE THE DESIRED INFORMATION .....	12
<b>SECTION 5 - INSTRUCTION TO BIDDERS.....</b>	<b>13</b>
A. THE BIDDING DOCUMENT.....	13
5.1. RFP .....	13
5.2. COST OF BIDDING .....	13
5.3. CONTENT OF BIDDING DOCUMENT.....	13
5.4. CLARIFICATIONS OF BIDDING DOCUMENTS.....	13
5.5. AMENDMENT OF BIDDING DOCUMENTS .....	13
B. PREPARATION OF BID .....	14
5.6. BID PRICE .....	14
5.7. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY.....	14
5.8. RETURN OF EMD.....	14
5.9. FORFEITURE OF EMD .....	14
5.10. PERIOD OF VALIDITY OF BIDS .....	15
5.11. EXTENSION OF PERIOD OF VALIDITY .....	15
5.12. FORMAT OF BID.....	15
5.13. SIGNING OF BID.....	15
5.14. 3-ENVELOPE BIDDING PROCESS.....	15
5.15. CONTENTS OF THE 3 ENVELOPES .....	15
5.16. BID SUBMISSION .....	16
5.17. BID CURRENCY.....	16
5.18. BID LANGUAGE.....	16
5.19. REJECTION OF BID.....	17
5.20. DEADLINE FOR SUBMISSION.....	17
5.21. EXTENSION OF DEADLINE FOR SUBMISSION OF BID.....	17
5.22. LATE BID .....	17
5.23. MODIFICATIONS AND WITHDRAWAL OF BIDS.....	17
5.24. RIGHT TO REJECT, ACCEPT/CANCEL THE BID.....	17
5.25. RFP ABANDONMENT .....	17

5.26.	BID EVALUATION PROCESS .....	17
5.27.	CONTACTING NPCI .....	18
<b>SECTION 6 - BID OPENING .....</b>		<b>19</b>
6.1.	OPENING OF BIDS .....	19
6.2.	STAGE 1 - OPENING OF ENVELOPE A.....	19
6.3.	STAGE 3 - OPENING OF ENVELOPE C.....	19
7.1.	PRELIMINARY EXAMINATION OF BIDS.....	20
7.2.	EVALUATION OF TECHNICAL BIDS .....	20
7.3.	EVALUATION OF COMMERCIAL BIDS .....	21
7.4.	SUCCESSFUL EVALUATED BIDDER.....	21
<b>SECTION 8 - TERMS AND CONDITIONS .....</b>		<b>22</b>
8.1.	DEFINITIONS.....	22
8.2.	NOTIFICATION OF AWARD OR PURCHASE ORDER.....	22
8.3.	PERFORMANCE BANK GUARANTEE .....	22
8.4.	TERM OF CONTRACT: .....	22
8.5.	SIGNING OF CONTRACT .....	22
8.6.	TAXES AND DUTIES .....	23
8.7.	DELIVERY SCHEDULE .....	23
8.8.	PROOF OF CONCEPT/ACCEPTANCE OF THE SYSTEM.....	23
8.9.	PAYMENT TERMS: .....	23
8.10.	PRICE.....	23
8.11.	PENALTY .....	23
8.12.	CONFIDENTIALITY .....	24
8.13.	INDEMNITY .....	24
8.14.	BIDDER'S LIABILITY .....	25
8.15.	LIQUIDATED DAMAGES .....	25
8.16.	FRAUDULENT AND CORRUPT PRACTICE.....	25
8.17.	FORCE MAJEURE .....	26
8.18.	PURCHASE ORDER CANCELLATION .....	26
8.19.	TERMINATION OF CONTRACT .....	26
8.20.	RESOLUTION OF DISPUTES.....	26
8.21.	GOVERNING LAW.....	27
8.22.	APPLICABLE LAW.....	27
8.23.	ADDRESSES FOR NOTICES .....	27
<b>ANNEXURE A1: BIDDER'S LETTER FOR EMD/BID SECURITY .....</b>		<b>34</b>
<b>ANNEXURE A2 BID SECURITY (BANK GUARANTEE).....</b>		<b>35</b>
<b>ANNEXURE B BID OFFER FORM (WITHOUT PRICE) .....</b>		<b>36</b>
<b>ANNEXURE E - DECLARATION FOR ACCEPTANCE OF RFP TERMS AND CONDITIONS.....</b>		<b>39</b>
<b>ANNEXURE F - DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK.....</b>		<b>40</b>
<b>ANNEXURE G- FORMAT POWER OF ATTORNEY.....</b>		<b>41</b>
<b>ANNEXURE K- DECLARATION REGARDING CLEAN TRACK BY BIDDER .....</b>		<b>45</b>
<b>SECTION 10- TO BE PUT IN ENVELOPE 'B' .....</b>		<b>46</b>
<b>ANNEXURE T - COMPLIANCE TO TECHNICAL &amp; FUNCTIONAL SPECIFICATIONS .....</b>		<b>46</b>
<b>PLEASE GIVE YOUR RESPONSE TO THE QUESTIONS BELOW: .....</b>		<b>46</b>
<b>ANNEXURE T1 BIDDER'S EXPERIENCE.....</b>		<b>52</b>

**ANNEXURE T2 - CLIENT DETAILS.....53**

**SECTION 11- TO BE PUT IN ENVELOPE ‘C’ .....55**

**ANNEXURE C1 - COMMERCIAL OFFER FORM .....55**

**ANNEXURE C2-COMMERCIAL FORMAT .....56**

**ANNEXURE 1-FORMAT PERFORMANCE BANK GUARANTEE .....57**

**ANNEXURE 2-NON DISCLOSURE AGREEMENT.....58**

## Abbreviations and Acronyms and Definitions

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

BG - Bank Guarantee

EMD - Earnest Money Deposit

IPR - Intellectual Property Rights

PSU - Public Sector Undertakings

PSB - Public Sector Banks

IP - Intellectual Property

IPR - Intellectual Property Rights

e-Procurement/e-Tendering/Web-Tendering - Procurement process through the web/internet.

Event: One e-tendering full life cycle from Indenting to issuance of Purchase Order or one Reverse Auction incident shall be treated as an Event.

Vendors: Vendors refers to those who will be participating in the online procurement process as bidders.

## Section 1 - BID Schedule and Address

Sr.No.	Description	Detailed Information
1	Name of Project	RFP for Selection of Application Service Provider for providing services for e-Procurement
2	Tender Reference Number	NPCI:RFP:2012-13/0013 dated 17 <sup>th</sup> Sept, 2012
3	Date of release of Bidding Document (Document can be downloaded from NPCI website)	17.09.2012
4	Last date and time for receiving Bidders Pre-Bid clarifications in writing	03.10.2012 5:00 PM
5	Date and Time for Pre Bid Meeting	09.10.2012 4.00PM
6	Address of Pre Bid meeting location	National Payments Corporation of India 13th Floor, R Tech Park, off western express highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063
7	Last date and time for Bid Submission	19.10.2012 3:00 PM
8	Place for Bid Submission & Bid Opening for Eligibility Criteria Response and Technical Response.	National Payments Corporation of India 13th Floor, R Tech Park, off western express highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063
9	a) Date and Time for Opening of Envelope A and Envelope B i.e. Eligibility criteria and Technical Response b) Date and time for Opening of Envelope C i.e. Commercial Bid	19.10.2012 3.30 PM  Will inform to the Eligible & Technically qualified Bidders only
10	Name and Address for Communication	Head - IT Procurement National Payments Corporation of India 13th Floor, R Tech Park, off western express highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063
11	Bid Related Queries	<b>Mr. Prashant Awale +91 8108108650</b> Email: prashant.awale@npci.org.in <b>Mrs. Minaz Satani +91 8108108625</b> Email: minaz.satani@npci.org.in
12	Bid Cost	Rs.5,618.00 (Rs.5,000.00 plus Service Tax@12.36%))
13	EMD/Bid Security	Rs.1,00,000/-

**Note:** 1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.  
2. Date and Time & Address for Commercial Bid Opening will be intimated later to Eligible & Technically qualified Bidders.  
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" of amount Rs.5,618.00 (i.e. Rs.5,000+Service Tax@12.36%) (Non-Refundable) payable at Mumbai.  
Only those Bids that qualify the Eligibility Criteria Response and the Technical & Functional Requirement shall be intimated for Commercial Bid Opening.



## Section 2 - Introduction

### 2.1. About NPCI

National Payments Corporation of India (NPCI) is a registered Company under Section 25 of the Companies Act, 1956 with its Registered Office in Mumbai, India. NPCI is promoted by 10 banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks. The 10 promoter banks are State Bank of India, Punjab National Bank, Canara Bank, Bank of Baroda, Bank of India, Union Bank of India, ICICI Bank Ltd, HDFC Bank Ltd, Citibank N.A, and HSBC. The vision, mission and objectives of NPCI are to operate for the benefit of all the Banks and the common man at large.

NPCI has various business verticals to process variety of retail payments prevailing in India.

### 2.2. Objective of this RFP

For procuring capital assets as well as revenue items, NPCI has put in place a procurement process which is at present manual. In order to save cost and time, achieve process efficiencies and establish more transparency in procurement process NPCI intends to move from its current procurement system to online e-Procurement, in a phased manner, by availing the services of an e-procurement service provider.

Through this RFP NPCI proposes to select an Application Service Provider (ASP) who shall provide a hosted model for conducting online e-Procurement activities. The ASP is expected to have its own Hardware, Software, connectivity and expertise in conducting e-Tendering events online.

### 2.3. Cost of the RFP

The Bidders shall submit the Bid document at NPCI's office at 13th Floor, R-Tech Park, off Western Express highway, Nirlon Complex, Near HUB Mall, Goregaon-East, Mumbai- 400063, along with non-refundable amount of Rs.5,618.00 (Inclusive service tax@12.36%) (INR Five Thousand Six hundred Eighteen only), payable in the form of Demand Draft/Pay order from any Scheduled Commercial bank in India favouring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai. This RFP document is non-transferable and cost of RFP documents is non-refundable.

### 2.4. Due Diligence

The Bidders are expected to carefully examine all instructions, the RFP document, the terms and specifications stated in this RFP, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, the Bidders are requested to seek necessary clarifications by e-mail as mentioned in Section-1.

The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the grounds for rejection of Bid should not be questioned after the final declaration of the successful Bidder.

### 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

- 3.1.1 The scope of work shall cover enabling of hosted solution for e-procurement of any Product, services or goods for NPCI.
- 3.1.2 The system shall cover full life cycle of purchasing (indent to placing of Purchase Order)
- 3.1.3 NPCI's data shall be encrypted and stored in secured format.
- 3.1.4 Within 10 days of completion of every quarter, the data pertaining to NPCI shall be submitted in a separate CD.
- 3.1.5 The ASP shall provide Training to Administrators and Users of the Application as well as providing training to the prospective Vendors during each Event.
- 3.1.6 Provide Help-line during Events.

### 3.2 Broad Requirements

- 3.2.1 Creation of Requisition
- 3.2.2 Creation of Tender
- 3.2.3 Cancel/Re-invite Tender
- 3.2.4 Prepare Tender document online
- 3.2.5 Approve Tender online
- 3.2.6 Create Bidding formats
- 3.2.7 Centralized Registration of Vendors/ Contractors
- 3.2.8 Uploading of Tenders
- 3.2.9 Downloading of Tenders by prospective Vendors
- 3.2.10 Pre-Bid Queries
- 3.2.11 Facility for online Pre-Bid Meetings
- 3.2.12 Publish Minutes of Pre-Bid Meeting
- 3.2.13 Submit Bids Online
- 3.2.14 Upload attachments to Tender
- 3.2.15 Technical Evaluation
- 3.2.16 Price Bid Opening
- 3.2.17 Publish Tender Results
- 3.2.18 Award of Contract
- 3.2.19 Purchase Order
- 3.2.20 Management Information System (MIS)
- 3.2.21 Audit Trail
- 3.2.22 Reverse Auction

### 3.3 Gap Analysis and Customization

The ASP shall customize the software suitable for NPCI's Technical and Functional Requirements and shall make the Application ready for Proof of Concept within 30 days of acceptance of the Purchase Order.

### 3.4 Estimated number of Events in the first year

It is estimated that NPCI will undertake about 100 Events in the first year of awarding the contract to the successful bidder.

### 3.5 Single Point of Contact

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

## Section 4 - Eligibility Criteria

### 4.1. Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully operate the hosted solution and support services sought by NPCI. 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

1. The Bidder should be a Company registered under the Companies Act, 1956 since the last three years.
2. The Bidder should have minimum annual turnover of Rs.2.00 crores in the last financial year (i.e. 2010-11). As proof the Bidder should submit audited Balance Sheet & Profit Loss Statement for the year 2010-11.
3. The Bidder should be a profit (profit after tax) making company in the financial year 2010-11 or calendar year 2010 AND calendar year 2011 or the Bidder's financial year.
4. The Bidder should have a minimum experience of 2 years in the area of e-Tendering for Government/PSUs/PSBs in India.
5. The Bidder should have conducted at least 100 e-procurement or reverse auction events in each of the previous two years i.e. 2010-11 and 2011-12.
6. Bidder should provide reference of at least 3 successfully completed sourcing projects of which at least 2 should be of Government departments/PSUs/PSBs.
7. Bidder should provide satisfactory performance certificates from two customers currently utilizing the e-Procurement platform.
8. The ASP should be an ISO:27001 or equivalent certified company.
9. The Bidder should not be currently blacklisted by any bank / institution in India or abroad.

### 4.3. Failure to provide the desired information

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

## Section 5 - Instruction to Bidders

### A. The Bidding Document

#### 5.1. RFP

1. RFP shall mean Request for Proposal.
2. Bid, Tender and RFP are interchangeably used to mean the same.
3. E-Procurement and e-Tendering are interchangeably used to mean the same.
4. The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical & functional specifications in the Bidding Document.
5. NPCI reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document.
6. The Bidder must disclose any actual or potential conflict of interest with NPCI.

#### 5.2. Cost of Bidding

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

#### 5.3. Content of Bidding Document

The Bid shall be in one envelope containing 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are given in Section 5.14 and Section 5.15.

#### 5.4. Clarifications of Bidding Documents

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

The Bidders shall submit the queries only in the format given below:

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

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

#### 5.5. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, NPCI, may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.

Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be posted in NPCI's website. Addenda/corrigenda will be binding on Bidders. It will be

assumed that the amendments contained in such Addenda/corrigenda had been taken into account by the Bidder while preparing its Bid.

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

From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

## **B. Preparation of Bid**

### **5.6. Bid Price**

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

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

### **5.7. Earnest Money Deposit (EMD)/Bid Security**

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

No interest will be paid on the EMD.

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

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

### **5.9. Forfeiture of EMD**

The EMD made by the Bidder will be forfeited if:

- a) The Bidder withdraws his Bid before opening of the bids.
- b) The Bidder withdraws his Bid after opening of the bids but before Notification of Award.
- c) The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
- d) The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- f) Failure to accept the order by the Selected Bidder within 5 days from the date of receipt of the Notification of Award makes the EMD liable for forfeiture at the discretion of NPCI. However NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

### 5.10. Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of Bid opening as mentioned in Section 1 or as may be extended from time to time.

### 5.11. Extension of Period of Validity

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

### 5.12. Format of Bid

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

### 5.13. Signing of Bid

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

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

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

## C. Submission of Bid

### 5.14. 3-Envelope Bidding process

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

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '**Request for Proposal (RFP) for "Selection of Application Service Provider for e-Procurement"**'

The inner and outer envelopes shall

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

### 5.15. Contents of the 3 Envelopes

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

1. Cost of Bid document in the form of Demand Draft/Pay order drawn in favour of "National Payments Corporation of India" for Rs.5,618.00 (i.e. Rs.5,000.00 plus Service Tax @ 12.36%)

2. Bid Earnest Money in the form of Demand Draft/Pay Order - Annexure A1.

**OR**

- Bid Earnest Money in the form of Bank Guarantee - Annexure A2.
3. Bid Offer form (without price) - Annexure B.
4. Bidder Information - Annexure C
5. Eligibility Criteria Response Sheet alongwith its Response documents - Annexure D
6. Declaration of Acceptance of Terms and Conditions - Annexure E
7. Declaration of Acceptance of the Scope of Work - Annexure F
8. Power of Attorney or Board Resolution for Signing of Bid - Annexure G
9. Letter of Undertaking to execute a Contract - Annexure H
10. Pre-Qualification Bid Letter - Annexure I
11. Declaration for Ownership of Application Software - Annexure J
12. Declaration Regarding Clean Track by Bidder - Annexure K
13. Audited balanced sheet and profit and loss statements for the last financial year i.e.2010-11.

**Envelope 'B'** shall be superscribed as '**Technical Bid**':

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

1. Compliance to Technical & Functional Specifications of the Proposed Platform - Annexure T
2. Bidders Experience - Annexure T1
3. Client details for Reference- Annexure T2
4. Line item wise Masked Price Bid - Annexure T3

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

**Envelope 'C'** shall be superscribed as '**Commercial Bid**':

1. Commercial Offer Form - Annexure C1
  2. Commercial Proposal - Annexure C2
- (The commercial proposal should be inclusive of all taxes such as value added tax, sales tax, service tax, excise, duties etc.) Octroi shall be paid at actual against original receipt.

## 5.16. Bid Submission

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

The offers should be made strictly as per the formats given in the RFP.

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

## 5.17. Bid Currency

All prices shall be expressed in Indian Rupees only.

## 5.18. Bid Language

The Bid shall be in English Language.



### 5.19. Rejection of Bid

The Bid is liable to be rejected if:

- a) The document doesn't bear signature of authorized person.
- b) It is received through Telegram/Fax/E-mail.
- c) It is received after expiry of the due date and time stipulated for Bid submission.
- d) Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by NPCI.
- e) No Bid shall be rejected during bid opening, except for late bids.

### 5.20. Deadline for Submission

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

### 5.21. Extension of Deadline for submission of Bid

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

### 5.22. Late Bid

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

### 5.23. Modifications and Withdrawal of Bids

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

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

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

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

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

### 5.25. RFP Abandonment

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

### 5.26. Bid Evaluation Process

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

*Phase 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.

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

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

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

## **5.27. Contacting NPCI**

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

## Section 6 - Bid Opening

### 6.1. Opening of Bids

Bids will be opened in 2 stages:

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

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

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

The representatives of the Bidder have to produce an authorization letter from the Bidders by way of letter or email to represent them at the time of opening of bids. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of Bids, the Bids will still be opened at the scheduled time at the sole discretion of the NPCI.

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

Only those Bids that are eligible and technically qualified will be eligible for opening of commercial bids.

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

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

The representatives of the Bidders, who choose to be present at the opening of Commercial Bids, have to produce an authorization letter by way of letter or email to represent them at the time of opening of bids to represent them at the time of opening of Commercial bids. In case the Bidder's representative is not present at the time of opening of Bids, the Bids will still be opened at the scheduled time at the sole discretion of the NPCI.

## Section 7 - Bid Evaluation

### 7.1. Preliminary Examination of Bids

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

Eligibility and compliance to all the forms and Annexure would be the next level of evaluation. Only those Bids which comply to the Eligibility Criteria will be taken up for further technical evaluation.

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

To assist in the examination, evaluation and comparison of bids NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

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

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

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

### 7.2. Evaluation of Technical Bids

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

1. Compliance to Scope of Work and Functional & Technical Specifications as specified in the RFP.
2. Presentations on the features etc., from the shortlisted Bidders. Such presentations will become part of the technical evaluation.
3. Product functionality and ease of use as will be shown during demo
4. Bidders' experience in e-Procurement
5. Proposed implementation Plan and timeline
6. Experience of Implementation team
7. Review of written reply, if any, submitted in response to the clarification sought by the NPCI, if any.
8. 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.
9. NPCI may interact with the Customer references submitted by bidder, if required.
10. The Bidder has to score minimum of 70% to be qualified for Commercial Bid Opening.
11. The Technical score will be arrived using following formula:

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

### 7.3. Evaluation of Commercial Bids

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

- a) Commercial bids of only the technically qualified short-listed bidders who have scored a minimum of 70 % technical score will be opened and evaluated.
- b) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- c) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the NPCI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- d) Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

### 7.4. Successful Evaluated Bidder

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

## Section 8 - Terms and Conditions

### 8.1. Definitions

**“Agreement”** means the Agreement/Contract that will be entered into between NPCI and the ASP for providing the e-Tendering services.

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

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

**“Bidders”**: Bidders means bidder selected through this RFP process.

**“Event”** shall mean one process of e-Procurement or one Reverse Auction.

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

**“System”** : System is the solution that the ASP will be providing.

**“Vendors”**: The Bidders who will participate in the eProcurement process.

### 8.2. Notification of Award or Purchase Order

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

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

Within 15 days of issuance of Purchase Order the successful Bidder shall submit Performance Bank Guarantee equivalent to the cost of 5 Events as mentioned in the Purchase Order.

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

### 8.3. Performance Bank Guarantee

The successful Bidder shall submit Performance Bank Guarantee equivalent to the cost of 5 Events and valid for a period of 1 year, within 15 days of issuance of Purchase Order.

The Performance Bank Guarantee will be held as security towards recovery of any Penalty charges as mentioned in Para 8.10 that may arise in the event of cancellation of any Event due to technical fault or failure on the part of the ASP.

### 8.4. Term of Contract:

Contract shall be for a period of three years from date of the acceptance of purchase order. NPCI reserves the sole right to extend the term.

### 8.5. Signing of Contract

Within 30 days of acceptance of the Notification of Award or Purchase Order the successful Bidder shall execute the Contract with NPCI. The term of this Contract shall be initially for a period of one year commencing from the date of acceptance of the system. Failure of the successful Bidder to

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

## 8.6. Taxes and Duties

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

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

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

## 8.7. Delivery Schedule

The selected ASP should be ready for the first Event, which will be the Proof of Concept, within 30 days of acceptance of the Purchase Order or as extended by NPCI in writing.

## 8.8. Proof of Concept/Acceptance of the System

NPCI shall conduct one eProcurement and one Reverse Auction Event online as Proof of Concept without any cost to NPCI, with the successful Bidder. Only after successful completion of Proof of Concept the system will be deemed to be accepted by NPCI.

## 8.9. Payment Terms:

100% of the amount will be released event wise, on successful completion of each such event on submission of the following documents.

8.8.1. Letter from the ASP for having conducted and completed an Event as per NPCI's request.

8.8.2. Invoice giving full details of the event, date of the event etc.

8.8.3. Request letter for release of the payment.

Payment will be released within 30 days of the receipt of correct Invoice.

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

Penalty, if any, shall be deducted as per the penalty clause, from the amount payable:

## 8.10. Price

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

## 8.11. Penalty

If the Event is cancelled due to any technical fault/ failure on part of the ASP, no charge will be paid by NPCI for that Event. Further, if such failure occurs, penalty @ 25% of the "per Event cost", will be levied and will be paid to NPCI by the ASP.

The penalty so calculated will either be adjusted with future payments or will be separately realized from the Bidder. Alternatively the Performance Bank Guarantee as mentioned in para 8.3 will be invoked.

### 8.12. Confidentiality

The Bidder and subcontractors if any shall (whether or not he submits the tender) treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure 2 hereof.

### 8.13. Indemnity

The Bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- (i) an act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,
- (ii) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- (iii) bonafide use of the deliverables and or services provided by the Bidder,
- (iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- (v) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Agreement,
- (vi) breach of confidentiality obligations of the Bidder,
- (vii) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this Agreement.

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

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

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

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

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.



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

- (i) the Bidder has sole control of the defense and all related settlement negotiations
- (ii) NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
- (iii) NPCI does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where NPCI is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

#### 8.14. Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

#### 8.15. Liquidated Damages

If the deliverables are not submitted as per Delivery Schedule or extensions in writing as may be given by NPCI, the Bidder shall be liable to pay Rs.1000/- per week with a cap of Rs.5000/-.

If the deliverables are not acceptable to NPCI, the Bidder shall rectify the defects to the satisfaction of NPCI. If the defects as stated in the Notice by NPCI are not rectified by the Bidder within two weeks of the receipt of the Notice, or such extensions in writing as may be given by NPCI, the Bidder shall be liable for liquidated damages for an amount equal to Rs.2000/- per week with a cap of Rs.10,000/-.

If the ASP is not able to rectify the defects within the timelines as above, NPCI reserves the right to cancel the order, without forfeiting the other remedies available.

#### 8.16. Fraudulent and Corrupt Practice

- a. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the NPCI of the benefits of free and open competition.
- b. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- c. NPCI will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.

### 8.17. Force Majeure

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

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

### 8.18. Purchase Order cancellation

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

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

In case of order cancellation, any payments made by NPCI to the Bidder would necessarily have to be returned to NPCI with interest @15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the contract and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.

### 8.19. Termination of Contract

1. **For Convenience:** NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving six months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective
2. **For Insolvency:** NPCI may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI.
3. **For Non-Performance:** NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to provide the services prescribed by NPCI).

### 8.20. Resolution of Disputes

All disputes or differences between NPCI and the Bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

NPCI and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, NPCI and the Bidder find themselves unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation, arbitration/ mediation by a third party and/or adjudication in an agreed national forum.

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

1. In case of Dispute or difference arising between NPCI and the Bidder relating to any matter arising out of or connected with the agreement to be executed later, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English; In case of Dispute or difference arising between NPCI and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Supplier. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Supplier
2. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
3. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

### 8.21. Governing Law

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

### 8.22. Applicable Law

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

### 8.23. Addresses for Notices

Following shall be address of NPCI and Bidder,

NPCI address for notice purpose:

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

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

## Section 9 - TECHNICAL REQUIREMENTS

			TECHNICAL REQUIREMENTS
1	INFRASTRUCTURE		
		1.1.	Provide details of the infrastructure, hardware/software, power supply, connectivity details
		1.2.	Provide details of the Data Centre where the Hardware is hosted
		1.3.	Do you have a Disaster Recovery (DR) Site?
		1.4.	If yes, give details of the DR Site?
		1.5.	Is the DR Site hot, warm or cold?
		1.6.	Provide technical details/brochures/services offered alongwith technical specifications of each module
		1.11.	Mention details of helpdesk
		1.12.	Number of staff on technical helpdesk
		1.13.	Number of concurrent events that can be conducted
		1.14.	Please provide document regarding audit process
		1.15.	Is the system PKI enabled
		1.16.	Does the System work with the Digital Certificates issued by any of the Certifying Authorities in India
		1.17	Does the System support Evaluation based on a formula by which some percentage is allocated for Technical and some percentage is allocated for Commercial.
		1.18	The entire data should be held in encrypted form.
		1.19	The ASP should be able to provide all the data on CD on a quarterly basis.
2	ACCESS CONTROL		
		2.1.	Access to the System by NPCI as well as proposed Vendors should be by way of UserID /Password for some Tenders (say of small values) and also through digital signatures for some Tenders. Both ways of Access should be available. NPCI should be able to decide which Tenders will be accessed through User ID/Password and which will be through digital signatures.
		2.2.	It should be possible for the Administrator to create Tender Owners and Users with any of the two modes i.e. User ID and Password or with digital signatures
		2.3.	The system should have at least 3 levels of Access Control at NPCI: <ul style="list-style-type: none"> <li>2.2.1 <b>Administrator</b> - who will be the super User and create Internal Users</li> <li>2.2.2 <b>Tender Owners</b> - who can approve Tenders</li> <li>2.2.3 <b>Users</b> - Third Level will be the Users who will create Tenders, create Corrigendum, attend pre-bid meetings download Tender documents of Vendors, evaluate etc.</li> </ul>
		2.7.	The Tender document should not get uploaded unless one of the Administrators of NPCI have approved the document for upload.
		2.8.	The access to the system by the Administrator of NPCI should be through digital signature.
3	OTHER REQUIREMENTS		
		3.1.	Please provide draft Agreement that is required to be entered into for the solution offered.
		3.2.	Does this e-procurement solution conform to the requirements of CVC guidelines?

			<b>TECHNICAL REQUIREMENTS</b>
		3.3.	Please confirm that in the course of providing e-procurement services to NPCI, the ASP shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for hardware, System Software, and Application Software.
		3.4.	Please confirm that the Bidder shall indemnify and at all times keep NPCI fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement. Further the ASP shall also indemnify NPCI against any such claims arising at any time either during the contract period or subsequently.
		3.5	Please confirm that this clause shall be included in the Agreement that will be signed between NPCI and ASP after award of contract.
		3.6	Please provide details of experience of the implementation Team.
4.	<b>Scope of Work</b>	4.1	Enabling hosted solution for eProcurement of any Product, service or goods.
		4.2	The system should cover full life cycle of purchase (from Indent to Purchase Order)
		4.3	<p>The System should have the following Modules:</p> <ol style="list-style-type: none"> <li>1. Creation of Requisition</li> <li>2. Creation of Tender</li> <li>3. Cancel/Re-invite Tender</li> <li>4. Prepare Tender document online</li> <li>5. Approve Tender online</li> <li>6. Create Bidding formats</li> <li>7. Centralized Registration of Vendors/ Contractors</li> <li>8. Uploading of Tenders</li> <li>9. Downloading of Tenders by prospective Vendors</li> <li>10. Pre-Bid Queries</li> <li>11. Facility for online Pre-Bid Meetings</li> <li>12. Publish Minutes of Pre-Bid Meeting</li> <li>13. Submit Bids Online</li> <li>14. Upload attachments to Tender</li> <li>15. Technical Evaluation</li> <li>16. Price Bid Opening</li> <li>17. Publish Tender Results</li> <li>18. Award of Contract</li> <li>19. Purchase Order</li> <li>20. Management Information System (MIS)</li> <li>21. Audit Trail</li> <li>22. Reverse Auction</li> </ol>
		4.4	The ASP should have a well-organized Help-line during Events.
		4.5	The ASP should customize the Software suitable for NPCI's Technical and Functional Requirement and should make the application ready for Proof of Concept within 30 days of acceptance of the Purchase Order.

No.			FUNCTIONAL REQUIREMENTS
1	<b>TYPES OF TENDERS</b>		<i>Should support various types of Bids e.g.</i>
		1.1	General Tenders
		1.2	Rate Contracts
		1.3	Single/Multiple Envelope Bidding
		1.4	Open Tender where any Vendor can bid
		1.5	Limited Tender where only limited Vendors can bid
		1.6	NCB (National Competitive Bidding)
		1.7	Goods Tender - with quote for each line item
		1.8	Works Tender – with quote in % of the estimated cost.
2	<b>INDENT CREATION</b>		<i>The system should have the facility of Indent Creation</i>
		2.1	Approve and reject Indent
		2.2	Split Single Indent into multiple Tenders
3	<b>TENDER NOTICE CREATION</b>		
		3.1	It should be possible to float Tender notice in any format
		3.2	Notices should be visible to Vendors only after it is approved
		3.3	System should allow Archival of Tenders and allow retrieval when required.
		3.4	System should allow Cancelled Tender to be revived
		3.5	It should be possible to categorize Tender as New, Live, Archive, Cancelled, etc. for ease.
		3.6	There should be provision for attaching images with Tender Notice
		3.7	The system should have the capability of assigning unique internal reference number to each Tender.
		3.8	There should be a facility for Online Pre-bid Meeting, if required.
4	<b>TENDER SETTINGS</b>		
		4.1	System should support Tenders with or without RFP cost
		4.2	System should support Tenders with or without EMD
		4.3	System should support Tenders with our without Pre-Bid Meeting
		4.4	System should support Tenders with our without pre-qualification phase
		4.5	System should support Tenders with our without Technical Bid
		4.6	System should have provision for inviting EOI and issuing RFP to only pre-qualified bidders of EOI
		4.7	System should have inbuilt check to ensure that incomplete bids in any manner is not accepted
		4.8	Bid withdrawal option should be available such that Vendor is allowed to withdraw bid, that they might have submitted on or before due date and time.
		4.9	System should have facility of sending emails to be sent to all Registered Vendors

No.			FUNCTIONAL REQUIREMENTS
		4.10	System should have the ability to set maximum size of single file upload
		4.11	System should have ability for uploading various types of documents
		4.12	System should have facility for Vendor Registration & Administration
		4.13	NPCI should be able to black list a Vendor
		4.14	It should be possible to down load Tenders free of cost also.
		4.15	System should maintain record of names of those Vendors who have downloaded the Tender
		4.16	It should be possible to specify online brief description of the Tender to enable Vendors to view
5	<b>TENDER UPLOAD</b>		
		5.1	System should allow upload of multiple documents for a Tender.
		5.2	System should have the facility of virus scan for uploading documents by the Vendors.
6	<b>TENDER CORRIGENDUM</b>		
		6.1	It should be possible to upload corrigendum and correlate them to the main Tender.
		6.2	Corrigendum should be maintained chronologically.
		6.3	Corrigendum should be made visible to all those who have already downloaded the original Tender.
7	<b>ONLINE PRE-BID QUERIES</b>		
		7.1	The system should allow Vendors to post any number of questions.
		7.2	It should be possible for Vendors to upload pre-bid queries within the timeline prescribed.
		7.3	The system should have the facility of masking the name of the Vendors who have raised the questions and should be visible only to NPCI.
8	<b>ONLINE PRE-BID MEETING</b>		
		8.1	It should be possible to hold pre-bid meeting online, if required by NPCI.
		8.2	There should be a facility of replying to all or selected questions
		8.3	The system should not allow questions to be raised after pre-bid meeting date is over.
		8.4	The system should have facility to reject to reply to any question.
		8.5	The system should allow upload of replies to pre-bid meeting.
9	<b>VENDOR REGISTRATION</b>		
		9.1	Only those Vendors who Register with NPCI for each Tender shall have access to the Tender
		9.2	It should be possible to provide different levels of access to the employees of the Vendors as required by them
10	<b>BID SUBMISSION</b>		
		10.1	System should allow online submission along with attachments
		10.2	Tender Opening links should not get activated before due date and time.

No.			FUNCTIONAL REQUIREMENTS
		10.3	In case of multi envelope Tender, unless the first phase (envelope) is completed the second phase (envelope) should not get opened and so on.
		10.4	As each phase gets completed the comparative chart of Vendors should get auto generated
		10.5	Rejected Vendors should not qualify for next round automatically.
		10.6	System should have the facility to export data to spread sheets.
		10.7	System should support online Tender Opening where Vendors can participate online from their respective offices
11	<b>BID OPENING</b>		
		11.1	In case of multi envelope Tender, it should not be possible to open the second stage envelope unless the first stage (envelope) is completed.
		11.2	System should have a provision that NPCI can see the name of the Vendors who are present online at the time of online Tender Opening event.
		11.3	System should have a provision such that Suppliers can mark their presence online when they try to participate in online Tender opening event
12	<b>PRICE BID OPENING</b>		
		12.1	Tender Opening links should not get activated before due date and time.
13	<b>REVERSE AUCTION</b>		
		13.1	System should have provision of Reverse / Forward, including Rank bidding, Anonymous & Alias bidder etc.
		13.2	System should have provision for Parameters Defining and Setting of Opening Price, Historic Price, Reserve Price, Landed & Base Price.
		13.3	The System should display and record Start and End Time
		13.4	There should be Automatic and Manual Extensions and Closing rules.
		13.5	There should be facility of Uploading file attachments
		13.6	There should be facility for Message Broadcast to Vendors during auction for information and clarification.
		13.7	Administration features like Roles and Rights, Checking login status of participants etc. should be available
		13.8	The system should be capable of providing event-wise history, Vendor-wise, Product-wise, date-wise reports.
		13.8	System should have the provision to generate L1, L2, L3 chart dynamically.
		13.9	Audit Trail - logs should be available for all User Transactions and administrative actions.
14	<b>PARAMETER SETTINGS</b>		<b><i>The system should have the following facilities</i></b>
		14.1	Opening Price, Historic Price, Reserve Price, Landed & Base Price
		14.2	Start and End Time
		14.3	Automatic and Manual Extensions and Closing rules
		14.4	Data validation rules, Auction Rules like lowest / highest bid wins or highest / lowest quality wins etc.,
		14.5	Uploading file attachments
15	<b>MESSEGING</b>		There should be a facility of Broadcasting messages to Vendors during Reverse auction for information and clarifications.



No.			FUNCTIONAL REQUIREMENTS
16	ADMINISTRATION		<b><i>Administration features like</i></b>
		15.1	Vendor administration
		15.2	Monitoring Roles and Rights Control
		15.3	Checking the login status of the participants
		15.4	Masking of Vendors' identity to others who are participating in the bidding process and/or during Reverse Auction.
17	REPORTS	17.1	The System should be capable of generating detailed reports in Excel/HTML and any other format specified by NPCI.
		17.2	The System should be capable of providing Event-wise bid history, Supplier-wise, Product-wise, date-wise, time-wise reports.

## Section 10 - Documents forms to be put in Envelope 'A'

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

To

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

**Subject: RFP No. NPCI: RFP: 2012-13/0013 dated 17.09.2012 for "Selection of Application Service Provider for e-Procurement".**

We have enclosed an EMD in the form of a Demand Draft No.\_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs.1 lakh (Rupees One lakh only). This EMD is as required by clauses 5.7 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

## Annexure A2 Bid Security (Bank Guarantee)

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

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

Date: \_\_\_\_\_

BID GUARANTEE No.: \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under

**Subject: RFP No. NPCI: RFP: 2012-13/0013 dated 17<sup>th</sup> Sept, 2012 for "Selection of Application Service Provider for e-Procurement".**

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

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs.1,00,000/- (Rupees One lakh only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of the terms of the Request for Proposal.

\_\_\_\_\_  
*[signature(s)]*

**Annexure B Bid Offer Form (without Price)***(Bidder's Letter Head)***OFFER LETTER**

Date:

To

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

Dear Sir,

**Subject: RFP No. NPCI: RFP: 2012-13/0013 dated 17th Sept, 2012 for "Selection of Application Service Provider for e-Procurement".**

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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

As security for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favor of "National Payments Corporation of India" or Bank Guarantee valid for \_\_\_\_days for an amount of Rs.1,00,000 (Rs.One 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

**RFP No. NPCI: RFP: 2012-13/0013 dated 17th Sept, 2012 for "Selection of Application Service Provider for e-Procurement".**

Details of the Bidder		
1	Name of the Bidder (Prime)	
2	Address of the Bidder	
3	Status of the Company (Public Ltd/ Pvt. Ltd)	
4	Details of Incorporation of the Company.	Date: Ref#
6	Valid Sales tax registration no.	
7	Valid Service tax registration no.	
8	Permanent Account Number (PAN)	
9	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10	Telephone No. (with STD Code)	
11	E-Mail of the contact person:	
12	Fax No. (with STD Code)	
13	Website	
Financial Details (as per audited Balance Sheets) (in Cr)		
14	Year	2010-11
15	Net worth	
16	Turn Over	
17	PAT	
	Please mention Turnover for 2011-12	

Signature: \_\_\_\_\_.

Name: \_\_\_\_\_.

Designation: \_\_\_\_\_.

Date: \_\_\_\_\_, Place \_\_\_\_\_.

## Annexure D Eligibility Criteria Response

**RFP No. NPCI: RFP: 2012-13/0013 dated XX Sept, 2012 for “Selection of Application Service Provider for e-Procurement”.**

S.no.	Eligibility Criteria	Response Document
1	The bidder should be a company registered under the Companies Act, 1956 since the last 3 years.	Registration Certificate
2	The Bidder should have minimum annual turnover of Rs.2.00 crores in the financial year 2010-11 or calendar year 2010 and 2011.	Supported by Audited Balance Sheet & Profit Loss Statement for the year 2010-11 or calendar years 2010 and 2011.
3	The Bidder should be a profit (profit after tax) making company in the financial year 2010-11 or calendar year 2010 or the Bidder's financial year.	Supported by Audited Balance Sheet & Profit Loss Statement
4	The Bidder should have a minimum experience of 2 years in the area of e-Tendering for Government/ PSUs/PSBs in India.	Self declaration
5	The Bidder should have conducted at least 100 e-procurement or reverse auction events in each of the previous two years i.e. 2010-11 and 2011-12.	Self declaration
6	Bidder should provide reference of at least 3 successfully completed sourcing projects of which at least 2 should be of Government departments/PSUs/PSBs.	Give names and addresses for reference
7	Bidder should provide satisfactory performance certificates from two customers currently utilizing the e-Procurement platform.	Customer reference letters
8	The ASP should be an ISO:27001 or equivalent certified company. (Enclose copy of requisite certificate).	Requisite certificate
9	The Bidder should not be currently blacklisted by any bank / institution in India or abroad.	Self declaration

Signature: \_\_\_\_\_.

Name: \_\_\_\_\_.

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_

## Annexure E - Declaration for Acceptance of RFP Terms and Conditions

To

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

Sir,

**Subject: RFP No. NPCI: RFP: 2012-13/0013 dated 17th Sept, 2012 for “Selection of Application Service Provider for e-Procurement”.**

.

I have carefully gone through the Terms & Conditions as mentioned in Section 8 contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

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

## Annexure F - Declaration for Acceptance of Scope of Work

To

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

Sir,

**Subject: RFP No. NPCI: RFP: 2012-13/0013 dated 17th Sept, 2012 for “Selection of Application Service Provider for e-Procurement”.**

.

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

Yours faithfully,

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



## Annexure G- Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize Mr \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “\_\_\_\_\_” in response to the RFP No. \_\_\_\_\_ by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

For \_\_\_\_\_.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

**Annexure H Letter of Undertaking to execute a Contract  
(On Company Letter head)**

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To

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

Sir,

**Re.: Our bid for providing e-Procurement services for NPCI**

We submit our Bid Document herewith.

We understand that

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

Yours faithfully

For \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

## Annexure I -Pre-Qualification Bid Letter

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To

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

**Subject: RFP No. NPCI: RFP: 2012-13/0013 Dated 17th Sept, 2012 for “Selection of Application Service Provider for e-Procurement”.**

We, the undersigned Bidder, having read and examined in detail the RFP document do hereby propose to provide the services as specified in the RFP document **No. NPCI: RFP: 2012-13/0013 dated, 17<sup>th</sup> Sep. 2012 for “Selection of Application Service Provider for e-Procurement”** along with the following:

a. EARNEST MONEY DEPOSIT (EMD)

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

## Annexure J Declaration for Ownership of Application Software

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To

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

Sir,

**Subject: RFP No. NPCI: RFP: 2012-13/0013 Dated 17th Sept, 2012 for “Selection of Application Service Provider for e-Procurement”.**

I declare that we (*Name of the ASP*) are the sole owners of the eProcurement/Reverse Auction Software.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

-

Yours faithfully,

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

## Annexure K- Declaration regarding Clean Track by Bidder

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

To

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

Sir,

**Re: RFP No. NPCI: RFP: 2012-13/0013 Dated 17th Sept, 2012 for "Selection of Application Service Provider for e-Procurement".**

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

Or

I declare the following

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

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

Yours faithfully,

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

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

## Annexure T - Compliance to Technical &amp; Functional Specifications

Subject: RFP No. NPCI: RFP: 2012-13/0013 Dated 17th Sept, 2012 for "Selection of Application Service Provider for e-Procurement".

Please give your response to the questions below:

			TECHNICAL REQUIREMENTS	Details to be provided by Bidder
1	INFRASTRUCTURE			
		1.1.	Provide details of the infrastructure, hardware/software, power supply, connectivity details	
		1.2.	Provide details of the Data Centre where the Hardware is hosted	
		1.3.	Do you have a Disaster Recovery (DR) Site?	
		1.4.	If yes, give details of the DR Site?	
		1.5.	Is the DR Site hot, warm or cold?	
		1.6.	Provide technical details/brochures/services offered alongwith technical specifications of each module	
		1.11.	Mention details of helpdesk	
		1.12.	Number of staff on technical helpdesk	
		1.13.	Number of concurrent events that can be conducted	
		1.14.	Please provide document regarding audit process	
		1.15.	Is the system PKI enabled	
		1.16.	Does the System work with the Digital Certificates issued by any of the Certifying Authorities in India	
		1.17	Does the System support Evaluation based on a formula by which some percentage is allocated for Technical and some percentage is allocated for Commercial.	
		1.18	The entire data should be held in encrypted form.	
		1.19	The ASP should be able to provide all the data on a CD on quarterly basis.	
2	ACCESS CONTROL			
		2.1.	Access to the System by NPCI as well as proposed Vendors should be by way of UserID /Password for some Tenders (say of small values) and also through digital signatures for some Tenders. Both ways of Access should be available. NPCI should be able to decide which Tenders will be accessed through User ID/Password and which will be through digital signatures.	
		2.2.	It should be possible for the Administrator to create Tender Owners and Users with any of the two modes i.e. User ID and Password or with digital signatures	
		2.3.	The system should have at least 3 levels of Access Control at NPCI	2.2.7
		2.2.4	<b>Administrator</b> - who will be the super User and create Internal Users	
		2.2.5	<b>Tender Owners</b> - who can approve Tenders	
		2.2.6	<b>Users</b> - Third Level will be the Users who will create	

			<b>TECHNICAL REQUIREMENTS</b>	<b>Details to be provided by Bidder</b>
			Tenders, create Corrigendum, attend pre-bid meetings download Tender documents of Vendors, evaluate etc.	
		2.7.	The Tender document should not get uploaded unless one of the Administrators' have approved the document for upload.	
		2.8.	The access to the system by the Administrator of NPCI should be through digital signature.	
3	<b>OTHER REQUIREMENTS</b>			
		3.1.	Please provide draft Agreement that is required to be entered into for the solution offered.	
		3.2.	Does this e-procurement solution conform to the requirements of CVC guidelines?	
		3.3.	Please confirm that in the course of providing e-procurement services to NPCI, the ASP shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for hardware, System Software, and Application Software.	
		3.4.	Please confirm that the Bidder shall indemnify and at all times keep NPCI fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement. Further the ASP shall also indemnify NPCI against any such claims arising at any time either during the contract period or subsequently.	
		3.5.	Please confirm that this clause shall be included in the Agreement that will be signed between NPCI and ASP after award of contract.	
		3.6.	Please provide details of experience of the Implementation Team.	
4.	<b>Scope of Work</b>	4.1	Enabling hosted solution for eProcurement of any Product, service or goods.	
		4.2	The system should cover full life cycle of purchase (from Indent to Purchase Order)	
		4.3	<p>The System should have the following Modules:</p> <ol style="list-style-type: none"> <li>1. Creation of Requisition</li> <li>2. Creation of Tender</li> <li>3. Cancel/Re-invite Tender</li> <li>4. Prepare Tender document online</li> <li>5. Approve Tender online</li> <li>6. Create Bidding formats</li> <li>7. Centralized Registration of Vendors/ Contractors</li> <li>8. Uploading of Tenders</li> <li>9. Downloading of Tenders by prospective Vendors</li> <li>10. Pre-Bid Queries</li> <li>11. Facility for online Pre-Bid Meetings</li> <li>12. Publish Minutes of Pre-Bid Meeting</li> <li>13. Submit Bids Online</li> <li>14. Upload attachments to Tender</li> </ol>	23.

			<b>TECHNICAL REQUIREMENTS</b>	<b>Details to be provided by Bidder</b>
			15. Technical Evaluation 16. Price Bid Opening 17. Publish Tender Results 18. Award of Contract 19. Purchase Order 20. Management Information System (MIS) 21. Audit Trail 22. Reverse Auction	
		4.4	The ASP should have a well-organized Help-line during Events.	
		4.5	The ASP should customize the Software suitable for NPCI's Technical and Functional Requirement and should make the application ready for Proof of Concept within 30 days of acceptance of the Purchase Order.	

<b>No.</b>			<b>FUNCTIONAL REQUIREMENTS</b>	<b>Details to be provided by Bidder</b>
1	<b>TYPES OF TENDERS</b>		<i>Should support various types of Bids e.g.</i>	
		1.1	General Tenders	
		1.2	Rate Contracts	
		1.3	Single/Multiple Envelope Bidding	
		1.4	Open Tender where any Vendor can bid	
		1.5	Limited Tender where only limited Vendors can bid	
		1.6	NCB(National Competitive Bidding)	
		1.7	Goods Tender - with quote for each line item	
		1.8	Works Tender – with quote in % of the estimated cost	
2	<b>INDENT CREATION</b>		<i>The system should have the facility of Indent Creation</i>	
		2.1	Approve and reject Indent	
		2.2	Split Single Indent into multiple Tenders	
3	<b>TENDER NOTICE CREATION</b>			
		3.1	It should be possible to float Tender notice in any format	
		3.2	Notices should be visible to Vendors only after it is approved	
		3.3	System should allow Archival of Tenders and allow retrieval when required.	
		3.4	System should allow Cancelled Tender to be revived	
		3.5	It should be possible to categorize Tender as New, Live, Archive, Cancelled, etc. for ease.	
		3.6	There should be provision for attaching images with Tender Notice	



No.			FUNCTIONAL REQUIREMENTS	Details to be provided by Bidder
		3.7	The system should have the capability of assigning unique internal reference number to each Tender.	
		3.8	There should be a facility for Online Pre-bid Meeting, if required.	
4	<b>TENDER SETTINGS</b>			
		4.1	System should support Tenders with or without RFP cost	
		4.2	System should support Tenders with or without EMD	
		4.3	System should support Tenders with our without Pre-Bid Meeting	
		4.4	System should support Tenders with our without pre-qualification phase	
		4.5	System should support Tenders with our without Technical Bid	
		4.6	System should have provision for inviting EOI and issuing RFP to only pre-qualified bidders of EOI	
		4.7	System should have inbuilt check to ensure that incomplete bids in any manner is not accepted	
		4.8	Bid withdrawal option should be available such that Vendor is allowed to withdraw bid, that they might have submitted on or before due date and time.	
		4.9	System should have facility of sending emails to be sent to all Registered Vendors	
		4.10	System should have the ability to set maximum size of single file upload	
		4.11	System should have ability for uploading various types of documents	
		4.12	System should have facility for Vendor Registration & Administration	
		4.13	NPCI should be able to black list a Vendor	
		4.14	It should be possible to down load Tenders free of cost also.	
		4.15	System should maintain record of names of those Vendors who have downloaded the Tender	
		4.16	It should be possible to specify online brief description of the Tender to enable Vendors to view	
5	<b>TENDER UPLOAD</b>			
		5.1	System should allow upload of multiple documents for a Tender.	
		5.2	System should have the facility of virus scan for uploading documents by the Vendors.	
6	<b>TENDER CORRIGENDUM</b>			
		6.1	It should be possible to upload corrigendum and correlate them to the main Tender.	
		6.2	Corrigendum should be maintained chronologically.	
		6.3	Corrigendum should be made visible to all those who have already downloaded the original Tender.	
7	<b>ONLINE PRE-BID QUERIES</b>			

No.			FUNCTIONAL REQUIREMENTS	Details to be provided by Bidder
		7.1	The system should allow Vendors to post any number of questions.	
		7.2	It should be possible for Vendors to upload pre-bid queries within the timeline prescribed.	
		7.3	The system should have the facility of masking the name of the Vendors who have raised the questions and should be visible only to NPCI.	
8	<b>ONLINE PRE-BID MEETING</b>			
		8.1	It should be possible to hold pre-bid meeting online, if required by NPCI.	
		8.2	There should be a facility of replying to all or selected questions	
		8.3	The system should not allow questions to be raised after pre-bid meeting date is over.	
		8.4	The system should have facility to reject to reply to any question.	
		8.5	The system should allow upload of replies to pre-bid meeting.	
9	<b>VENDOR REGISTRATION</b>			
		9.1	Only those Vendors who Register with NPCI for each Tender shall have access to the Tender	
		9.2	It should be possible to provide different levels of access to the employees of the Vendors as required by them	
10	<b>BID SUBMISSION</b>			
		10.1	System should allow online submission along with attachments	
		10.2	Tender Opening links should not get activated before due date and time.	
		10.3	In case of multi envelope Tender, unless the first phase (envelope) is completed the second phase (envelope) should not get opened and so on.	
		10.4	As each phase gets completed the comparative chart of Vendors should get auto generated	
		10.5	Rejected Vendors should not qualify for next round automatically.	
		10.6	System should have the facility to export data to spread sheets.	
		10.7	System should support online Tender Opening where Vendors can participate online from their respective offices	
11	<b>BID OPENING</b>			
		11.1	In case of multi envelope Tender, it should not be possible to open the second stage envelope unless the first stage (envelope) is completed.	
		11.2	System should have a provision that NPCI can see the name of the Vendors who are present online at the time of online Tender Opening event.	
		11.3	System should have a provision such that Suppliers can mark their presence online when they try to participate in online Tender opening event	

No.			FUNCTIONAL REQUIREMENTS	Details to be provided by Bidder
12	PRICE BID OPENING			
		12.1	Tender Opening links should not get activated before due date and time.	
13	REVERSE AUCTION			
		13.1	System should have provision of Reverse / Forward, including Rank bidding, Anonymous & Alias bidder etc.	
		13.2	System should have provision for Parameters Defining and Setting of Opening Price, Historic Price, Reserve Price, Landed & Base Price.	
		13.3	The System should display and record Start and End Time	
		13.4	There should be Automatic and Manual Extensions and Closing rules.	
		13.5	There should be facility of Uploading file attachments	
		13.6	There should be facility for Message Broadcast to Vendors during auction for information and clarification.	
		13.7	Administration features like Roles and Rights, Checking login status of participants etc. should be available	
		13.8	The system should be capable of providing event-wise history, Vendor-wise, Product-wise, date-wise reports.	
		13.8	System should have the provision to generate L1, L2, L3 chart dynamically.	
		13.9	Audit Trail - logs should be available for all User Transactions and administrative actions.	
14	PARAMETER SETTINGS		<b><i>The system should have the following facilities</i></b>	
		14.1	Opening Price, Historic Price, Reserve Price, Landed & Base Price	
		14.2	Start and End Time	
		14.3	Automatic and Manual Extensions and Closing rules	
		14.4	Data validation rules , Auction Rules like lowest / highest bid wins or highest / lowest quality wins etc.,	
		14.5	Uploading file attachments	
15	MESSEGING		There should be a facility of Broadcasting messages to Vendors during Reverse auction for information and clarifications.	
16	ADMINISTRATION		<b><i>Administration features like</i></b>	
		15.1	Vendor administration	
		15.2	Monitoring Roles and Rights Control	
		15.3	Checking the login status of the participants	
		15.4	Masking of Vendors identity to others who are participating in the bidding process and/or during Reverse Auction.	
17	REPORTS	17.1	The System should be capable of generating detailed reports in Excel/HTML and any other format specified by NPCI.	
		17.2	The System should be capable of providing Event-wise bid history, Supplier-wise, Product-wise, date-wise, time-wise reports.	

## Annexure T1 Bidder's Experience

**Subject: RFP No. NPCI: RFP: 2012-13/0013 Dated 17th Sept, 2012 for "Selection of Application Service Provider for e-Procurement".**

### A - Bidder's Organization

1. Provide here a brief description of the background and organization of your firm/company. The brief description should include ownership details, date and place of incorporation of the company/firm, objectives of the company/firm etc. Please provide documentary evidence wherever possible.
2. Please also provide the following details regarding e-Tendering:

S.No.	Year	Number of Events
	2010-11	
	2011-12	
		TOTAL

### B - Bidder's Experience

[Using the format below please state the details of each Organization for which your company/firm was legally contracted for engaging your services for e-Tendering:

Sr. No.	Particulars	Organization 1**		Organization 2**		Organization 3**	
1.	Name of the Organization						
2.	Govt/PSU/PSB ( <i>Yes or No</i> )						
3.	Number of years your services have been availed by the Organization						
4.	Approximate number of events held in 2010-11.	2010-11		2010-11		2010-11	
		etendering	Reverse Auction	etendering	Reverse Auction	etendering	Reverse Auction
5.	Approximate number of events held in 2011-12.	2011-12		2011-12		2011-12	
		etendering	Reverse Auction	etendering	Reverse Auction	etendering	Reverse Auction

**Note:** \*\*Please provide client reference details as given in Annexure T2 (giving name, telephone number and email ID etc.,) of at least 3 Organizations.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_ Place \_\_\_\_\_

**Annexure T2 - Client Details**

**Subject: RFP No. NPCI: RFP: 2012-13/0013 Dated 17th Sept, 2012 for “Selection of Application Service Provider for e-Procurement”.**

Details the client details wherever available:

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

Signature: \_\_\_\_\_.

Name: \_\_\_\_\_.

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_

## Annexure T3 - Masked Price Bid

**Subject: RFP No. NPCI: RFP: 2012-13/0013 Dated 17th Sept, 2012 for "Selection of Application Service Provider for e-Procurement".**

<b>ESTIMATED NO. OF EVENTS PER ANNUM (both eProcurement and Reverse Auction put together)</b>	<b>EVENT TYPE</b>	<b>FEES</b>	<b>TAXES, if any</b>	<b>TOTAL</b>	<b>ANNUAL FEES calculated at the rate of 100 Events*</b>
100*	<b>eProcurement</b>	xxxx	xxxx	Xxxx	xxxx
	<b>Reverse Auction</b>	xxxx	xxxx	Xxxx	xxxx
	<b>One-time Customization</b>	xxxx	xxxx	Xxxx	xxxx
	One-time Training fees to NPCI employees	xxxx	xxxx	Xxxx	xxxx

\*Price Evaluation will be based on Annual Fee quoted by the Bidder for an estimation of 100 Events per annum. Payment will be made at per Event rates for actual number of Events.

Signature: \_\_\_\_\_.

Name: \_\_\_\_\_.

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_

## Section 11- To be put in Envelope 'C'

### Annexure C1 - Commercial Offer Form

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope only)

To

Date:

NPCI

Dear Sirs,

**Re: RFP No. NPCI: RFP: 2012-13/0013 Dated 17th Sept, 2012 for "Selection of Application Service Provider for e-Procurement".**

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

We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is signed with the selected bidder, this Bid shall constitute a binding Contract between us.

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

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

Dated this..... Day of.....2012.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

## Annexure C2-Commercial Format

Re: RFP No. NPCI: RFP: 2012-13/0013 Dated 17th Sept, 2012 for “Selection of Application Service Provider for e-Procurement”.

ESTIMATED NO. OF EVENTS PER ANNUM (both eProcurement and Reverse Auction put together)	EVENT TYPE	FEES PER EVENT	TAXES, if any	TOTAL	ANNUAL FEES calculated at the rate of 100 Event*
100*	eProcurement				
	Reverse Auction				
	One-time Customization				
	One-time Training fees to NPCI employees				

\*Price Evaluation will be based on Annual Fee quoted by the Bidder for an estimation of 100 Events per annum. Payment will be made at per Event rates for actual number of Events.

Signature: \_\_\_\_\_.

Name: \_\_\_\_\_.

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_



## ANNEXURE-1

### FORMAT: PERFORMANCE BANK GUARANTEE

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

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

Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

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

(ii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within three months of the expiry of the validity period of this Bank Guarantee viz. from -----.

(iii) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (Date) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

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

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

{Signature of the Authorized representatives of the Bank}

## ANNEXURE-2

### NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this ----- day of -----, 2012 (“Effective Date”) between

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

AND

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

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

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

#### NOW THEREFORE

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

#### Article 1: Purpose

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

(STATE THE PURPOSE)

#### Article 2: DEFINITION

For purposes of this Agreement, “**Confidential Information**” means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party’s sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

#### Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as

creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

#### **Article 4: DISCLOSURE**

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

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

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

#### **Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

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

#### **Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

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

#### **Article 7: INJUNCTIVE RELIEF**

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

#### **Article 8: NON-WAIVER**

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

#### **Article 9: JURISDICTION**

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation

Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

**Article 10: GOVERNING LAW**

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

**Article 11: NON-ASSIGNMENT**

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

**Article 12: TERM**

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

**Article 13: INTELLECTUAL PROPERTY RIGHTS**

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

**Article 14: GENERAL**

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

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

**NATIONAL PAYMENTS CORPORATION OF INDIA**

**Successful Bidder Name**

By:

By:

Name:

Name:

Designation:

Designation: