



# REQUEST FOR QUOTATION FOR ENGAGING AGENCY FOR ISO22301 CERTIFICATION

---

RFQ Reference Number: NPCI:RFQ:2013-14/0026 dated 18.10.2013

National Payments Corporation of India,  
13th Floor, R Tech Park,  
Off western express highway,  
Nirlon Complex, Near HUB mall ,  
Goregaon-East, Mumbai - 400063  
Tel: +91-22-40508500  
email- [itprocurement@npci.org.in](mailto:itprocurement@npci.org.in)  
Website: [www.npci.org.in](http://www.npci.org.in)

## Copyright Notice

Copyright© 2013 by National Payments Corporation of India All rights reserved

## Disclaimer

The information contained in this Request for Quotation (RFQ) 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 RFQ document and all other terms and conditions subject to which such information is provided.

This RFQ 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 RFQ document is to provide bidder with information to assist the formulation of their proposals. This RFQ 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 RFQ 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 RFQ document. NPCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ document.

## Important Detail about RFQ

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

**Checklist**

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

1. Demand Draft / Pay Order for Rs. 3,371.00 (i.e. Rs.3,000+ Service Tax@12.36% only) towards cost of Bid document in Envelope - 'A'.
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR /- Rs 1.00 lakh (Rupees One Lakhs Only) towards Bid Security in Envelope – 'A' Earnest Money Deposit (EMD).
3. Both the technical and commercial bids prepared in accordance with RFQ document.
4. Envelope 'A' Eligibility Criteria Response.
5. Envelop 'B' Technical Response
6. Envelope 'C' Commercial bid.
7. RFQ document duly sealed and signed by the authorized signatory on every page and enclosed in Envelope A.
8. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
9. All relevant technical documentation, 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.
11. Prices to be quoted in Indian Rupees (INR).

## Contents

<b>COPYRIGHT NOTICE.....</b>	<b>2</b>
<b>CONTENTS.....</b>	<b>4</b>
<b>SECTION 1 - BID SCHEDULE AND ADDRESS .....</b>	<b>7</b>
<b>SECTION 2 - INTRODUCTION .....</b>	<b>8</b>
2.1 ABOUT NPCI: .....	8
2.2 OBJECTIVE OF THIS RFQ: .....	8
2.3 COST OF THE RFP .....	8
2.4 DUE DILIGENCE .....	8
2.5 OWNERSHIP OF THIS RFP .....	9
<b>SECTION 3 - SCOPE OF WORK .....</b>	<b>10</b>
3.1 ISO22301 CERTIFICATION FRAMEWORK.....	10
3.2 BCMS STANDARD ISO22301 COMPLIANCE SITES.....	10
3.3 DOCUMENTATION .....	12
3.4 SINGLE POINT OF CONTACT.....	12
<b>SECTION 4 - ELIGIBILITY CRITERIA.....</b>	<b>13</b>
4.1 PRE-REQUISITE: .....	13
4.2 ELIGIBILITY CRITERIA: .....	13
<b>SECTION 5 - INSTRUCTION TO BIDDERS.....</b>	<b>14</b>
A. THE BIDDING DOCUMENT.....	14
5.1 RFQ: .....	14
5.2 COST OF BIDDING.....	14
5.3 CONTENT OF BIDDING DOCUMENT: .....	14
5.4 CLARIFICATIONS OF BIDDING DOCUMENTS: .....	14
5.5 AMENDMENT OF BIDDING DOCUMENTS.....	15
B PREPARATION OF Bid.....	15
5.6 BID PRICE: .....	15
5.7 PERIOD OF VALIDITY OF BIDS: .....	15
5.8 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY .....	15
5.9 RETURN OF EMD .....	15
5.10 FORFEITURE OF EMD .....	15
5.11 FORMAT OF Bid: .....	16
5.12 SIGNING OF Bid: .....	16
C SUBMISSION OF Bid .....	16
5.13 THREE-ENVELOPE BIDDING PROCESS: .....	16
5.14 CONTENTS OF THE 3 ENVELOPES:.....	17
5.15 BID SUBMISSION:.....	17
5.16 BID CURRENCY: .....	17
5.17 BID LANGUAGE: .....	17
5.18 REJECTION OF Bid.....	17
THE BID IS LIABLE TO BE REJECTED IF: .....	17
5.19 DEADLINE FOR SUBMISSION: .....	19
5.20 EXTENSION OF DEADLINE FOR SUBMISSION OF Bid: .....	19
5.21 LATE Bid: .....	19
5.22 MODIFICATIONS AND WITHDRAWAL OF BIDS: .....	19
5.23 RIGHT TO REJECT, ACCEPT/CANCEL THE BID:.....	19
5.24 RFQ ABANDONMENT: .....	19

5.25 BID EVALUATION PROCESS: .....	19
5.26 CONTACTING NPCI: .....	19
<b>SECTION 6 - BID OPENING .....</b>	<b>20</b>
6.1 OPENING OF BIDS: .....	20
6.2 OPENING OF TECHNICAL BIDS: .....	20
6.3 OPENING OF COMMERCIAL BIDS: .....	20
<b>SECTION 7 - BID EVALUATION.....</b>	<b>21</b>
7.1 PRELIMINARY EXAMINATION OF TECHNICAL BIDS:.....	21
7.2 EVALUATION OF TECHNICAL BIDS: .....	21
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 NOTIFICATION OF AWARD/PURCHASE ORDER: .....	22
8.2 SIGNING OF PURCHASE ORDER:.....	22
8.3 TERMS OF DELIVERY: .....	22
8.4 PENALTY FOR DEFAULT IN DELIVERY:.....	22
8.5 PERFORMANCE BANK GUARANTEE.....	22
8.6 TAXES AND DUTIES:.....	23
8.7 PAYMENT TERMS: .....	23
8.8 PRICE:.....	23
8.9 ACCEPTANCE PROCEDURE:.....	23
8.10 EXTENSION OF PURCHASE ORDER & REPEAT ORDER .....	23
8.11 LEGAL COMPLIANCES: .....	24
8.12 COMPLIANCE OF LABOUR AND OTHER LAW: .....	24
8.13 FACILITIES PROVIDED BY NPCI: .....	24
8.14 NO DAMAGE TO NPCI PROPERTY .....	24
8.15 INTELLECTUAL PROPERTY: .....	25
8.16 CONFIDENTIALITY: .....	25
8.17 INDEMNITY .....	25
8.18 BIDDER'S LIABILITY .....	26
8.19 LIQUIDATED DAMAGES.....	26
8.20 FRAUDULENT AND CORRUPT PRACTICE .....	27
8.21 FORCE MAJEURE .....	27
8.22 PURCHASE ORDER CANCELLATION.....	27
8.23 TERMINATION OF PURCHASE ORDER.....	27
8.24 RESOLUTION OF DISPUTES.....	28
8.25 GOVERNING LAW .....	29
8.26 JURISDICTION .....	29
8.27 ADDRESSES FOR NOTICES.....	29
<b>SECTION 9 TECHNICAL REQUIREMENTS.....</b>	<b>30</b>
<b>SECTION 10 DOCUMENTS FORMS TO BE PUT IN ENVELOPE 'A'.....</b>	<b>31</b>
<b>ANNEXURE-1 - BIDDER'S INFORMATION.....</b>	<b>31</b>
<b>ANNEXURE 2 - ELIGIBILITY CRITERIA MATRIX.....</b>	<b>32</b>
<b>ANNEXURE 3 - BIDDER DECLARATION FOR CLEAN TRACK RECORD (ON COMPANY'S LETTERHEAD)....</b>	<b>33</b>
<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>

**SECTION 11 - TO BE PUT IN ENVELOPE 'B' .....37**  
**ANNEXURE T - TECHNICAL COMPLIANCE SHEET .....37**  
**ANNEXURE T3 - CLIENT REFERENCES .....38**  
**SECTION 12 TO BE PUT IN ENVELOPE 'C' .....39**  
**ANNEXURE C1 - COMMERCIAL BID FORM .....39**  
**ANNEXURE C2 - COMMERCIAL BID FORMAT .....40**  
**ANNEXURE A - FORMAT OF PERFORMANCE OF BANK GUARANTEE .....41**  
**ANNEXURE B - NON-DISCLOSURE AGREEMENT .....43**

**Section 1 - BID Schedule and Address**

S.No.	Description	
	Name of Project	RFQ for Engaging Agency for ISO22301 Certification
1	Tender Reference Number	NPCI:RFQ:2013-14/0026 dated 18/10/2013
2	Date of publishing of RFQ Document on the Website	18/10/2013
3	Last date of receiving bidder Pre-bid clarifications in writing	31/10/2013
4	Date of Pre-Bid Meeting	Not applicable
5	Last date and time for Submission Bids	13/11/2013 3:00 PM
6	a) Date and Time of Eligibility & Technical Bid Opening b) Date and Time of Commercial Bid Opening	13/11/2013 3:30 PM Will Inform the qualified Bidders
7	Place of Bid Submission and opening of Bids	<b>National Payments Corporation of India,</b> 13th Floor, R-Tech Park, Off western express highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063
8	Name and Address for communication	<b>VP &amp; Head Procurement</b> <b>National Payments Corporation of India</b> 13th Floor, R Tech Park, Off western express highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063 E-mail: <a href="mailto:itprocurement@npci.org.in">itprocurement@npci.org.in</a>
9	Bid Related Queries	Mr. Santosh Menon Email: <a href="mailto:santosh.menon@npci.org.in">santosh.menon@npci.org.in</a> Mr. Prashant Awale Email: <a href="mailto:prashant.awale@npci.org.in">prashant.awale@npci.org.in</a> Mr. Amit Sahasrabudhe Email: <a href="mailto:amit.sahasrabudhe@npci.org.in">amit.sahasrabudhe@npci.org.in</a> Mr. Vinay Tiwari Email: <a href="mailto:vinay.tiwari@npci.org.in">vinay.tiwari@npci.org.in</a>
10	Bid Cost	₹3,371/- (₹3,000/- plus taxes)
11	EMD	₹1,00,000/-

Note:

1. Bids will be opened in the presence of the bidders' representatives who choose to attend the bid opening meeting.
2. Date and time of Commercial Bid Opening will be intimated later.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" of amount ₹3,371/- inclusive of taxes (Non-Refundable) payable at Mumbai.

## Section 2 - Introduction

### 2.1 About NPCI:

National Payments Corporation of India (NPCI) is a Company registered under Section 25 of the Companies Act, 1956 with its Registered Office at C9, 8<sup>th</sup> Floor, RBI Premises, Bandra - Kurla Complex, Bandra (East), Mumbai, India - 400 051. NPCI is promoted by 10 Banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks.

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

### 2.2 Objective of this RFQ:

NPCI has various business verticals to process variety of retail payments prevailing in India today. NPCI has implemented multiple strategic applications that are supporting country's banking & finance industry. Reserve Bank of India has recommended that Commercial Banks should implement ISO22301. ISO22301 (the international standard) specifies requirements for setting up and managing an effective Business Continuity Management Systems (BCMS).

NPCI, being payments service providers to the Banks nationwide, intend to comply with the same standards. For this NPCI proposes to engage an agency for ISO22301 Certification services.

### 2.3 Cost of the RFP

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

The Bidders shall submit the Bid Document at NPCI's office at 8th Floor, R-Tech Park, off Western Express Highway, Nirlon Complex, Near Hub Mall, Goregaon-East, Mumbai- 400063, along with non-refundable amount of Rs.3,371.00 (Inclusive service tax@12.36%) (INR Three Thousand Three Hundred Seventy One only) in envelope A, payable in the form of Demand Draft / Pay order from any scheduled commercial bank in India favoring **"NATIONAL PAYMENTS CORPORATION OF INDIA"** payable at Mumbai. This RFP document is non-transferable and cost of RFP document is non-refundable.

### 2.4 Due Diligence

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



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

## **2.5 Ownership of this RFP**

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

### **Section 3 - Scope of Work**

#### **3.1 ISO22301 Certification Framework**

This should cover the following activities:

##### **3.1.1 Part 1 Services:-**

- A. Conduct ISO22301 GAP assessment before certification:  
Bidder should conduct GAP assessment against the ISO22301 standard requirements and provide the compliance report to NPCI. The bidder should also provide assistance to NPCI for closure of all findings.
- B. Prepare guidelines, procedures and other subordinate documents as required:  
The bidder should revise existing documents or create new documents based on the GAP assessment report. The required documentation should also include the steps to be performed for ongoing ISO22301 certification compliance.
- C. Engage certification audit from BSI (British Standards Institution):  
The bidder should provide assistance for engaging BSI for certification audit and extend support during certification audit.

##### **3.1.2 Part 2 Services:-**

- A. Engage surveillance audits from BSI:  
The bidder should provide assistance for subsequent surveillance audits for 2 years after certification.

##### **3.1.3 Deliverables for Certification and Support:**

- The agreement with the bidder will be applicable for period of 3 years.
- Pre-certification GAP assessment and assistance to closure of all gaps.
- Ensure documentation is complete and bidder should create/update documents as per GAP assessment and required for successful ISO22301 certification.
- Assistance for ISO22301 certification process and successful ISO22301 certification from BSI.
- Assistance for subsequent surveillance audits by BSI, for two years after ISO22301 certification.

#### **3.2 BCMS standard ISO22301 compliance sites**

Ensure BCMS standard ISO22301 compliance of following sites in India:-

##### **1. Data Centre – Mumbai, BKC**

- a. National Payments Corporation of India  
C/o Tata Communications Ltd,  
Tower A, 3rd floor,  
Plot nos. C21 and C36, G Block,  
Bandra Kurla Complex,  
Bandra – East  
Mumbai 400 098

- b. National Payments Corporation of India  
C/o Tata Communications Ltd,  
Tower A, 4th floor,  
Plot nos. C21 and C36, G Block  
Bandra Kurla Complex,  
Bandra – East  
Mumbai 400 098

**2. Registered Office – Mumbai, RBI Premises**

National Payments Corporation of India  
C-9, 8th Floor,  
RBI Premises, BKC,  
Bandra East, Mumbai-400051

**3. NPCI Office – Mumbai, RBI Premises**

National Payments Corporation of India  
C-9, 2nd Floor,  
RBI Premises, BKC,  
Bandra East, Mumbai-400051

**4. NPCI Office – Mumbai, Goregaon**

National Payments Corporation of India  
C/o R TECH PARK on the 13<sup>th</sup> floor Half South Side  
(Romell Real Estate Pvt. Ltd)  
Off Western Express Highway,  
Goregaon (East), Mumbai: 400063

**5. Data Centre - Chennai**

National Payments Corporation of India  
C/O Reliance communications ltd,  
Reliance Internet Data Centre  
1st floor, IDC, Reliance house,  
No.6, Haddows Road,  
Nungambakkam,  
Chennai – 600 006

**6. NPCI Office – Chennai**

National Payments Corporation of India  
8th Level, VBC Solitaire 47 & 49 Bazullah Road,  
T. Nagar,  
Chennai – 600 017

## **7. Data Centre – Hyderabad**

National Payments Corporation of India  
C/o Reliance Communications Ltd  
Plot No 20, Survey No 64,  
Opp. Mahindra Satyam,  
HITEC City Layout, Madhapur,  
R.R. Dist. - Hyderabad - 500 019

### **3.3 Documentation**

All documentation required for tasks detailed in section 3 and otherwise related to ISO22301 certification should be completed & submitted to NPCI by the bidder.

### **3.4 Single Point of Contact**

The short listed L1 Bidder should appoint a single point of contact with whom NPCI will deal for any activity pertaining to the requirements of this RFQ.

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

### **4.2 Eligibility Criteria:**

The invitation to bid is open to all bidders who qualify the Eligibility Criteria as given below. Failure to provide the desired information and documents may lead to disqualification of the bidder.

- 4.2.1** The bidder should be a company registered under the Companies Act, 1956 since the last 3 years.
- 4.2.2** The bidder should have minimum annual turnover of Rs. 75 lakhs during last 3 financial years i.e. 2009-10, 2010-11, 2011-12 (or Calendar year 2009, 2010, 2011 or the bidder's financial years).
- 4.2.3** The company should be a profit (profit after tax) making company in the last financial year 2011-12 (or Calendar year 2011 or the bidder's financial year).
- 4.2.4** The bidder should provide satisfactory performance certificates from two customers to whom the bidder had provided consultancy for ISO22301 certification during the last 5 years.
- 4.2.5** The bidder should have minimum 5 nos. of resources with ISO22301 Lead Auditor / Lead Implementer Certification having minimum 2 years' experience and minimum 3 nos. of resources having more than 5 years' experience in ISO22301 implementation.
- 4.2.6** The bidder should not be currently blacklisted by any bank / institution in India or abroad.

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 RFQ:**

**5.1.1** RFQ shall mean Request for Quotation.

**5.1.2** Bid, Tender and RFQ are used to mean the same.

#### **5.2 Cost of Bidding**

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

#### **5.3 Content of Bidding Document:**

**5.3.1** The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 5.13

#### **5.4 Clarifications of Bidding Documents:**

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

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

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

## 5.5 Amendment of Bidding Documents

- 5.5.1** At any time prior to the deadline for submission of Bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
- 5.5.2** Amendments will be provided in the form of Addenda/ Corrigenda to the Bidding Documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/ Corrigenda had been taken into account by the Bidder in its Bid.
- 5.5.3** In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for the submission of Bids, in which case, the extended deadline will be posted in NPCI's website.
- 5.5.4** From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFQ.

## B Preparation of Bid

### 5.6 Bid Price:

- 5.6.1** Prices should include all cost including all taxes, duties levies, VAT/Sales Tax, except Octroi.

### 5.7 Period of Validity of Bids:

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

### 5.8 Earnest Money Deposit (EMD) /Bid Security

- 5.8.1** The Bidder shall submit Earnest Money Deposit of Rs. 1,00,000/- (Rupees One lakh only) in the form of a Demand Draft / Pay order from a scheduled bank in India drawn in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Bank Guarantee valid for 180 days, as per format in Annexure A1 or A2.
- 5.8.2** No interest shall be payable on the EMD.

### 5.9 Return of EMD

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

### 5.10 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

**5.10.1** The Bidder withdraws his Bid before opening of the Bids.

**5.10.2** The Bidder withdraws his Bid after opening of the Bids but before Notification of Award.

**5.10.3** Failure to accept the order by the Selected Bidder within 7 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.

**5.10.4** The selected Bidder withdraws his Bid / proposal before furnishing Performance Guarantee.

**5.10.5** The Bidder violates any of the provisions of the RFQ up to submission of Performance Bank Guarantee.

**5.10.6** If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.

#### **5.11 Format of Bid:**

**5.11.1** The bidders shall prepare one hard copy (marked as 'ORIGINAL') and one soft copy of the Technical Bid marking it as "Technical Bid -Soft Copy".

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

#### **5.12 Signing of Bid:**

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

**5.12.2** All pages of the Bid, except for printed instruction manuals and specification sheets shall be initiated by the person or persons signing the Bid.

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

### **C Submission of Bid**

#### **5.13 Three-Envelope Bidding process:**

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

**5.13.2** Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '***Request for Quotation (RFQ) for Engaging Agency for ISO22301 Certification***'

**5.13.3** The inner and outer envelopes shall

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



**5.14 Contents of the 3 Envelopes:****5.14.1 Envelope 'A' Eligibility Criteria:**

Following documents shall be inserted inside Envelope A

1. Bidder's Information - Annexure 1
2. Eligibility Criteria Matrix - Annexure 2
3. Declaration Regarding Clean Track by Bidder - Annexure 3
4. RFQ document duly signed by the authorized signatory on all pages
5. Audited Balance Sheets and Profit & Loss Statements as required in the Eligibility Criteria Matrix
6. DD / Pay Order or Bank Guarantee towards Bid Security - Annexure A1 or A2
7. DD / Pay Order towards cost of bid document.

**5.14.2 Envelope 'B' Technical Bid:**

Following documents shall be inserted inside Envelope B

1. Technical Compliance Sheet - Annexure T
2. Client Reference - Annexure T3
3. Masked Price Bid

**5.14.3 Envelope 'C' Commercial Bid:**

1. Commercial Offer Form - Annexure C1
2. Commercial Bid Format - Annexure C2

**5.15 Bid Submission:**

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

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

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

**5.16 Bid Currency:**

**5.16.1** All prices shall be expressed in Indian Rupees only.

**5.17 Bid Language:**

The bid shall be in English Language.

**5.18 Rejection of Bid**

The Bid is liable to be rejected if:

1. The document doesn't bear signature of authorized person.
2. It is received through Fax/E-mail.
3. It is received after expiry of the due date and time stipulated for Bid submission.

4. Incomplete/incorrect Bids, including non -submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by NPCI.
5. No Bid shall be rejected at Bid opening, except for late Bids.

#### **5.19 Deadline for Submission:**

**5.19.1** The last date of submission of bids is given in Section 1, unless amended by NPCI through its website.

#### **5.20 Extension of Deadline for submission of Bid:**

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

#### **5.21 Late Bid:**

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

#### **5.22 Modifications and Withdrawal of Bids:**

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

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

#### **5.23 Right to Reject, Accept/Cancel the bid:**

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

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

#### **5.24 RFQ Abandonment:**

**5.24.1** NPCI may at its discretion abandon the RFQ process any time before the issuance of Purchase Order.

#### **5.25 Bid Evaluation Process:**

**5.25.1** The Bid Evaluation will be carried out in 2 stages as mentioned in section 6.

#### **5.26 Contacting NPCI:**

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

## **Section 6 - Bid Opening**

### **6.1 Opening of Bids:**

#### **6.1.1** Bids will be opened in 2 stages:

Stage 1 - In the first stage only the Eligibility and Technical Bids i.e. Envelope A and Envelope B, will be opened.

Stage 2 - In the second stage the Commercial Bids i.e. Envelope C will be opened.

### **6.2 Opening of Technical Bids:**

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

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

### **6.3 Opening of Commercial Bids:**

**6.3.1** Only those Bids that are technically qualified will be eligible for opening of commercial bids-Envelope 'C'.

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

## **Section 7 - Bid Evaluation**

### **7.1 Preliminary Examination of Technical Bids:**

- 7.1.1** NPCI will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.
- 7.1.2** NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 7.1.3** If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

### **7.2 Evaluation of Technical Bids:**

- 7.2.1** Compliance to Technical Requirement stipulated in the RFQ, duly supported by documentary evidence will be evaluated in detail.
- 7.2.2** Technical skill set available, availability of customer support personnel etc., would be considered.
- 7.2.3** Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.
- 7.2.4** NPCI may interact with the Customer references submitted by bidder, if required.

### **7.3 Evaluation of Commercial Bids:**

- 7.3.1** Arithmetic errors in the Bids submitted shall be treated as follows:
  - 1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
  - 2. 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.
  - 3. 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.
- 7.3.2** Commercial bids of only the technically qualified short-listed bidders will be opened and evaluated.

### **7.4 Successful Evaluated Bidder:**

- 7.4.1** Bidder who has quoted the lowest will be declared as successful evaluated bidder who will be called L1 Bidder.

## **Section 8 Terms and Conditions**

### **8.1 Notification of Award/Purchase Order:**

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

### **8.2 Signing of Purchase Order:**

- 8.2.1** Within 5 days of receipt of Purchase order the successful Bidder shall accept the Purchase Order.
- 8.2.2** Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

### **8.3 Terms of Delivery:**

- 8.3.1** The service delivery should start within 2 weeks of receipt of the Purchase Order.
- 8.3.2** The Certificate of Compliance to be achieved within 60 days after accepting the PO.

### **8.4 Penalty for default in delivery:**

- 8.4.1** If the Bidder does not deliver the devices as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ the rate of 0.5% of the total value of the Purchase Order for each week's delay subject to a maximum of 5% of the total value of the Purchase Order, for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.
- 8.4.2** In the case of delay in compliance with the order beyond 10 days of the stipulated period, NPCI will have the right to cancel the order.

### **8.5 Performance Bank Guarantee**

Performance Bank Guarantee shall be equal to 10 % of the PO value valid for 3 years from the date of acceptance of the purchase order with an action period of 3 months. Successful Bidder will submit Performance Bank Guarantee as per NPCI format attached vide Annexure-A hereto, within 14 days of receipt of the Notification of Award or Purchase Order.

**8.6 Taxes and Duties:**

- 8.6.1** All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment.
- 8.6.2** Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc.
- 8.6.3** The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the supplier to NPCI.

**8.7 Payment Terms:**

Payment shall be made as given below:

- A. 30% payment of Part 1 services\* shall be made upon completion of GAP assessment activity.
- B. 30% payment of Part 1 services\* shall be made upon the closure of GAP assessment findings & completion of documentation required for tasks detailed in section 3 and otherwise related to ISO22301 certification.
- C. Final 40% payment of Part 1 Services\* shall be made upon the award of ISO22301 certificate of compliance.
- D. 100% payment of Part 2 Services\* (yearly) shall be made upon successful completion of job in the respective year.
- E. Payment shall be released within 30 days of receipt of correct invoice with supporting documents, certified by NPCI official concerned in respect of the activity completed.

\* Please refer Annexure C2.

**8.8 Price:**

Price shall remain fixed for the period of 1 year from the date of Purchase Order. There shall be no increase in price for any reason whatsoever. Therefore no request for any escalation of the cost / price shall be entertained. NPCI reserves the right to place repeat order during the price validity.

**8.9 Acceptance Procedure:**

- 8.9.1** After receipt of all the deliverables as mentioned in the Purchase Order/Contract, the acceptance certificate (as mutually decided and approved by NPCI) will be signed by the supplier and officials / representatives of NPCI.

**8.10 Extension of Purchase Order & Repeat order**

NPCI has also the right to place repeat order to the Bidder for services mentioned in this Purchase Order.

### 8.11 Legal Compliances:

**8.11.1** The Bidder confirms to NPCI that its personnel/ employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

**8.11.2** The Bidder shall allow NPCI as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by NPCI & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. NPCI shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. NPCI shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

### 8.12 Compliance of Labour and other Law:

The Bidder shall comply with all the statutory requirements as are applicable from time to time and shall be solely responsible for fulfillment of all legal obligations under various statutes including Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act, Workmen Compensation Act, EPF & Miscellaneous Provisions Act, Shop and Establishment Act etc. Bidder shall keep NPCI indemnified against any dues/compensation or any other liability of any nature whatsoever due to non-fulfillment of any of the statutory provision under any statute/byelaws/ notification etc. including industrial laws. NPCI shall have full right to recover any claim and liability incurred towards payment of any dues, compensation or cost from Bidder and deducts it from its outstanding subsequent bills.

### 8.13 Facilities Provided by NPCI:

NPCI shall provide seats, with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder. Bidder shall bear all the cost for travel & boarding during the project execution.

### 8.14 No Damage to NPCI Property

Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the Order. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.



### 8.15 Intellectual Property:

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

### 8.16 Confidentiality:

**8.16.1** The Bidder 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 Annexure B hereof.

### 8.17 Indemnity

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

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

- a) Non-compliance of the Bidder with Laws / Governmental Requirements.
- b) Intellectual Property infringement or misappropriation.
- c) Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.

- d) Breach of any terms of Agreement, Representation or Warranty.
- e) Act of omission or commission in performance of service.
- f) Loss of data.

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

Bidder shall indemnify, protect and save NPCI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment 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,

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

### 8.18 Bidder's Liability

The selected bidder will be liable for all the deliverables.

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

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

### 8.19 Liquidated Damages

Due to negligent act of the Bidder, if NPCI suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder shall agree to pay such liquidated damages as defined hereunder:

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

## 8.20 Fraudulent and Corrupt Practice

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

## 8.21 Force Majeure

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

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

## 8.22 Purchase Order cancellation

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

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

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

## 8.23 Termination of Purchase Order

- a. 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 one 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

- b. 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.
- c. For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year) to maintain the service level prescribed by NPCI.

## 8.24 Resolution of Disputes

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

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

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

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

- a) 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 ₹1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Bidder. The third arbitrator shall act as the presiding arbitrator;
- b) 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;

- c) 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; and
- d) In case, during the Arbitration proceedings, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.

### 8.25 Governing Law

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

### 8.26 Jurisdiction

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

### 8.27 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

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

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

## ***Section 9 Technical Requirements***

### **Technical requirements: -**

1. Detailed proposal on Scope of Work (requirements) as specified in Section 3.
2. Printed copy of the presentation on the skills, services provided for ISO 22301 Certification should be included.
3. Table containing detailed information about experienced and skilled professionals having certifications (e.g. ISO22301 Lead Auditor / Lead Implementer) to carry out all activities at NPCI mentioned in Section 3.
4. Pre-certification GAP assessment and assistance to closure of all gaps.
5. Ensure documentation is complete and bidder should create/update documents as per GAP assessment and required for successful ISO22301 certification.
6. Assistance for ISO22301 certification process and successful ISO22301 certification from BSI.
7. Assistance for subsequent surveillance audits by BSI, for two years after ISO22301 certification.

Please note the following:

- A. Certifying Agency for ISO22301 Certification should be BSI.
- B. All documentation required for tasks detailed in section 3 and otherwise related to ISO22301 certification should be completed by the bidder & submitted to NPCI.

**Section 10 Documents forms to be put in Envelope 'A'****Annexure-1 - Bidder's Information**

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company. Certificate to be submitted in Technical bid		Date:	
			Ref#	
5	Details of Commencement of Business		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 should 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			
Turnover in Cr.				
14	Year	2009-10	2010-11	2011-12
15	Net worth			
16	Turn Over			
17	PAT			

## Annexure 2 - Eligibility Criteria Matrix

S.NO .	MINIMUM ELIGIBILITY CRITERIA	RESPONSE OF THE BIDDER			DOCUMENTS ATTACHED
1.	The Bidder should be a Company registered under the Companies Act, 1956 since the last three years.	Yes – Date of Incorporation			The bidder should produce proof of documents.
2.	The Bidder should have minimum annual turnover of ₹ 75 Lakhs during the last three financial years (2009-10, 2010-11, 2011-12) or calendar years 2009, 2010, 2011 or bidder's financial years.	2009-10	2010-11	2011-12	This must be supported by audited financial statements (Reports) for the financial year 2009-10, 2010-11 and 2011-12 or Calendar year 2009, 2010 and 2011 or the bidder's financial years.
		YES/NO	YES/NO	YES/NO	
		Amt in ₹Lakh.	Amt in ₹Lakh.	Amt in ₹Lakh.	
3.	The Bidder should be a profit (profit after tax) making company in the last financial year i.e. 2011-12 or calendar year 2011 or the Bidder's financial year.	YES/NO			This must be supported by audited financial statements (Reports) for the financial year 2011-12 or Calendar year 2012 or the bidders' last financial year.
		Amt in ₹Cr.			
4.	The Bidder should provide satisfactory performance certificates from two customers to whom the bidder had provided consultancy for ISO22301 certification during the last 5 Years.	Name of Assignment	Place	Approx order value	The bidder should produce proof of documents.
5.	Bidder should have minimum 5 nos. of resources with ISO22301 Lead Auditor / Lead Implementer Certification having minimum 2 years' experience & minimum 3 nos. of resources having more than 5 years' experience in ISO22301 implementation.	Yes/No			Please attach the latest certificate, CVs and letter providing details of their employment with the Bidder.
6.	The Bidder should not be currently blacklisted by any bank / institution in India or abroad.	Yes/No			Bidder should submit clean track declaration separately as per format given in Annexure 3



**Annexure 3 - Bidder Declaration for Clean Track Record (On Company's Letterhead)**

To

The MD & Chief Executive Officer  
National Payments Corporation of India,  
C-9, 8th Floor, RBI Premises,  
Bandra Kurla Complex,  
Bandra (East), Mumbai - 400051.

Sir,

**Re: RFQ No. NPCI:RFQ:2013-14/0026 dated 18.10.2013 for Engaging Agency for ISO22301 Certification**

I have carefully gone through the Terms and Conditions contained in the above referred RFQ for Engaging Agency for ISO22301 Certification. I hereby declare that my company 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 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 was blacklisted previously, please provide the details regarding Period for which the company was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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

To

The Chief Executive Officer

National Payments Corporation of India,

C-9, 8th Floor, RBI Premises

Bandra Kurla Complex, Bandra (E)

Mumbai- 400 051

**Subject: RFQ No.NPCI:RFQ:13-14/0026 dated 18.10.2013 for “Engaging Agency for ISO22301 Certification.”**

We have enclosed an EMD in the form of a Demand Draft No.\_\_\_\_\_ issued by the branch of the \_\_\_\_\_Bank, for the sum of ₹ 1 lakh (Rupees one lakhs only). This EMD is as required by clauses 5.8 of the Instructions to Bidders of the above referred RFQ.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Annexure A2 Bid Security (Bank Guarantee)**

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

C-9th 8th Floor, RBI Premises

Bandra Kurla Complex, Bandra (E)

Mumbai 400 051

Performance Bank Guarantee No:

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under RFQ No. NPCI: RFQ: 13-14/ 0026 dated 18.10.2013 for "**Engaging Agency for ISO22301 Certification.**"

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

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

**Section 11 - To be put in Envelope 'B'****Annexure T - Technical Compliance Sheet**

<b>Sr. No.</b>	<b>Technical Evaluation</b>	<b>Actionable</b>	<b>Bidder's Response</b>
1	Proposal on Scope of Work (requirements) as specified in the RFQ.  Please note the Certifying Agency for ISO22301 Certification should be BSI.	Proposal Document	Yes/No
2	Presentations on the skills, services provided for ISO 22301 Certification.	Presentation copy should be attached to the technical bid.	Yes/No
3	Customer references submitted by bidder	Document detailing customer references.	Yes/No
4	Documentary evidence for the scope of work already executed by the bidder.	Documentary Evidence / Work order.	Yes/No
5	Experienced and skilled professionals having certifications (e.g. ISO22301 (Lead Auditor), CBCP, CISSP, and CISM) to carry out ISO22301 certification implementation at NPCI.	Summary Document and copy of individual certificates. Please mention the no. of professionals and their certifications in summary.	Yes/No

Note: Attach proof wherever require in support of compliance.

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Annexure T3 - Client References**

Provide details the client details wherever available:

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

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

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

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

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

**Section 12 To be put in Envelope 'C'**

**Annexure C1 - Commercial Bid Form**

(To be included in Commercial Bid Envelope)

To

Date:

NPCI

Dear Sir,

**Re: Engaging Agency for ISO22301 Certification.**

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

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

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

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

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

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure C2 - Commercial Bid Format**

S. No	Particulars	Quantity	Unit cost (Rs)	Tax (Rs)	Total (Rs)
<b>Part 1</b>	<b>Professional Service charges for ISO22301 Certification as per SOW.</b>	<b>LS</b>			
<b>Part 2</b>	<b>Assistance to ISO22301 Surveillance Audits</b>				
A	Year 2	LS			
B	Year 3	LS			
	Sub Total Part 2 = (A+B)				
	<b>TCO = Grand Total = (Part 1 + Part 2)</b>				

Signature:

Name of authorized signatory:

(On behalf of)

Seal of the Company

Date:



## Annexure A - Format of Performance of Bank Guarantee

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

(Please insert complete address)

Performance Bank Guarantee No:

We have been informed that----- ( hereinafter called "the Supplier") has received the 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 B - Non-Disclosure Agreement

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

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

**AND**

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

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

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

### **NOW THEREFORE**

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

#### **Article 1: Purpose**

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

(STATE THE PURPOSE)

#### **Article 2: DEFINITION**

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

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

### **Article 3: NO LICENSES**

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

### **Article 4: DISCLOSURE**

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

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

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

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

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

**Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

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

**Article 7: INJUNCTIVE RELIEF**

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

**Article 8: NON-WAIVER**

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

**Article 9: JURISDICTION**

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

**Article 10: GOVERNING LAW**

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

**Article 11: NON-ASSIGNMENT**

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

**Article 12: TERM**

This Agreement shall remain valid from the Effective Date 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: