



# Expression of interest (EOI) for selection of premises on lease or co-sharing basis at Mumbai

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**EOI Reference Number: NPCI/2020-21/ADMIN/023**

**Dated: 1<sup>st</sup> Oct 2020**

**National Payments Corporation of India**  
1001A, 10<sup>th</sup> floor, B Wing,  
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Bandra Kurla Complex,  
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Mumbai – 400 051.  
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Website: [www.npci.org.in](http://www.npci.org.in)

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## **Disclaimer**

The information contained in this Expression of interest for selection of premises on lease or co-sharing basis at Mumbai (EOI) 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 EOI document and all other terms and conditions subject to which such information is provided.

This EOI 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 ("Bidder/Bidders"). The purpose of this EOI document is to provide Bidder with information to assist the formulation of their proposals. This EOI 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 EOI 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 EOI document. NPCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI document.

## Checklist:

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

1. Eligibility criteria and technical bid should be prepared in accordance with the EOI document.
2. Envelope 'A' should contain eligibility criteria response.
3. Envelope 'B' should contain technical bid.
4. All the pages of eligibility criteria response and technical bid must be duly sealed and signed by the authorized signatory.
5. All the pages of the EOI document should be sealed and signed by an authorized signatory and the document should be placed in Envelope - 'A'.
6. All the pages of documents submitted as part of response should be duly numbered, sealed and signed by the authorized signatory.
7. All relevant certifications, audit reports, etc. should be enclosed to support claims made in the relevant envelopes.

**Note: This is not a Request for proposal (RFP) and Commercial bids should not to be submitted with "Expression of Interest (EOI)".**

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## Section 1 **BID Schedule and Address**

Sr.No.	Description	
1	Name of Project	Expression of interest (EOI) for selection of premises on lease or co-sharing basis at Mumbai .
2	EOI Reference Number	<b><u>EOI Reference Number: NPCI/2020-21/ADMIN/023</u></b>
3	Date of release of EOI document	<b><u>1st October 2020</u></b>
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing preferably as per clause 4.2.2 of EOI document	<b><u>Date : 8<sup>th</sup> October 2020</u></b> <b><u>Time : 06:00 Pm</u></b>
5	Date & Time of Pre-Bid meeting	<b><u>Date : 12<sup>th</sup> October 2020</u></b> <b><u>Time : 03:00 pm</u></b>
6	Last date and time for submission of Eligibility & Technical bids in sealed envelopes.	<b><u>Date : 2<sup>nd</sup> November 2020</u></b> <b><u>Time : 06:00 Pm</u></b>
7	a) Date and time of Eligibility Bid & Technical Bid Opening:	<b><u>Date : 5<sup>th</sup> November 2020</u></b> <b><u>Time : 03:00 Pm</u></b>
	b) Place of Pre Bid Meeting, Bid Submission and Opening of Bids	National Payments Corporation of India, 1001A, 10th floor, B Wing, The Capital, , Bandra Kurla Complex, Bandra East, Mumbai 400 051
	c) Name and Address for communication	MD&CEO National Payments Corporation of India 1001A, 10th floor, B Wing, The Capital, Bandra Kurla Complex, Bandra East, Mumbai 400 051
8	Bid Related Queries	<a href="mailto:Subodh.vishwasrao@npci.org.in">Subodh.vishwasrao@npci.org.in</a> ; <a href="mailto:Abhishek.upadhyay@npci.org.in">Abhishek.upadhyay@npci.org.in</a>
9	EMD	Rs 5,00,000/- (Indian Rupees Five Lacs only)

*Note: 1) Bids will be opened in the presence of the Bidders' representative who chooses to attend.*

## 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 (corresponding to Section 8 of The Companies Act, 2013) with its Registered Office in Mumbai, India. NPCI was promoted by 10 banks in India under the aegis of the Indian Bank's Association with majority shareholding by Public Sector Banks. Presently 56 banks are shareholders of NPCI. Out of which 19 are Public Sector Banks (PSB), 17 Private Sector Banks, 3 Foreign Banks, 7 Multi State Cooperative Banks and 10 Regional Rural Banks.

The vision, mission and values of NPCI are: Vision - To be the best payments network globally, Mission - Touching every Indian with one or other payment services and to make our mission possible, we live and work by five core values: Passion for Excellence, Integrity, Customer Centricity, Respect and Collaboration.

### 2.2 Objective of this EOI:

NPCI proposes to acquire on lease a premises for a minimum period of 6 years & preferably for 9 years with lock in of first 3 years, admeasuring a **carpet area** of approximately 51,500 Sq.Ft OR Co-sharing contract period will be for minimum 5 years with lock in of first 3 years for approx. 550 staff and additional area for innovation lab, total admeasuring a carpet area of approximately 51,500 Sq.Ft at Mumbai of contiguous usable space preferably on one / two floor in a building and preferably within a campus upto a distance of approximately 3 km from either Side of Hub Mall on Western Express highway.

**Expected handover- take over date - Q1 of FY 2021-22**

### 2.3 Cost of the EOI

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

## 2.4 Pre-requisite:

- 2.4.1** The Bidder / lessor should possess the requisite experience, resources and capabilities in obtaining all necessary statutory approvals to meet the requirements, as described in the tender document. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the eligibility criteria will not be considered for further evaluation.
- 2.4.2** NPCI will not pay any charges like consultancy, brokerage, liasoning fees, management fees etc or any expenditure to the bidder regarding lease premise acquisition or co-sharing space acquisition

## 2.5 Due Diligence

- 2.5.1** The Bidders are expected to examine all instructions, terms and specifications stated in this EOI.
- 2.5.2** The Bid shall be deemed to have been submitted after careful study and examination of this EOI document. Failure to furnish all information or submission of a bid not responsive to this EOI will be at the Bidders' risk and may result in rejection of the bid. NPCI is not bound to disclose the grounds for rejection of Bid. The decision of the NPCI regarding the final declaration of the successful Bidder shall be final.
- 2.5.3** The Bidder is requested to carefully examine the EOI documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the EOI document, Bidder should seek necessary clarifications through email as mentioned in Section 1.

## 2.6 Eligibility Criteria

- 2.6.1** Bid is open to all Bidders including but not limited to Builders/ developers/property owners or their agent/ International Property Consultants ("IPC") on behalf of the landlord (IPC/ Agents) must hold an authorization letter from the developer/ landlord/ authorizing them to participate in the bidding process, multiple premises may be represented by single bidder who meet the Eligibility criteria and Technical Specification for selection as given in **Section 7 and 9** of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this EOI document. Investor premises are also welcomed although the condominium/ society or developer needs to provide an NOC on their letterhead if the investor is offering the said premises on lease or co-sharing basis.

For further details please refer **Annexure C2 - Eligibility Criteria Matrix** shared in this EOI document and duly fill the same.



## Section 3 Terms and Conditions

### 3.1 Brief requirements

Sr. no	Brief	Details
1	Location	1) Upto a distance of approximately 3 km from either Side of Hub Mall on Western Express highway
2	Building type	1) Building to be preferably in campus setup and suitable for office use. Building/ campus offered, preferably be registered with Directorate of Industries under IT/ITES scheme. 2) Valid IT/ ITES certificate for the building/ campus from the Directorate of Industries, State Government needs to be furnished. Refer to relevant section for further details in this EOI. (in case of IT & ITES Set up ) 3) Premises offered in the building can be with or without fit outs however premises with fit outs (refurbished or new) / co-sharing space shall also be considered.
3	Carpet area	NPCI proposes to acquire <u>on lease a premises</u> for a minimum period of 6 years & preferably for 9 years admeasuring a carpet area of approximately 51,500 Sq.Ft  OR  Co-sharing contract period will be for minimum 5 years. 550 staff and additional area for innovation lab, total admeasuring a carpet area of approximately 51,500 Sq.Ft at Mumbai  At Mumbai of contiguous usable space preferably on one / two floor in a building and preferably within a campus.

## Section 4 – Instruction to Bidders

### A. The Bidding Document

#### 4.1 Definition:

1. **EOI** shall mean Expression of Interest
2. **Bid, Bid Document, Tender and EOI** are used to mean the same.
3. **Office premises/office space/ premises** etc. are used to mean the same and is the office premises that is being offered which may consist of one unit or of multiple units wherein each unit is identified by a unique unit number
4. **Campus:** Refers to gated community consisting of over two to three commercial building and/or having a mix-used planned development of large scale restaurants/commercial building/ gymnasium / Crèche etc.
5. **Landlord/ Lessor/ Owner/ developer/ firm/ bidder/ successful bidder** is used to mean the same.
6. **Building Management** is referred to the team, who under the supervision of the developer/landlord may be managing the day-to-day building operations.
7. **Carpet area:** Covered area of the usable rooms at any floor level (excluding the area of the interior or exterior wall and columns )
8. **Letter of Intent (“LOI”):** to facilitate the start of a business deal between the parties involved by identifying the key business and contractual understanding that will form the basis of the agreement.
9. **Lease Agreement:** Registration agreement entered into between NPCI and the successful Bidder / Lessor on completion of the bidding process.
10. **Bare shell:** without chiller/ AHU/toilet block or any tap-off points within the proposed premises;
11. **Warm shell:** with chiller tap off points/ AHU and/or finished toilet block/ tap off points for toilet block
12. **Day:** Being English Calendar day, beginning with Monday to Sunday; statutory holidays shall be considered as holidays only.
13. **Fully Furnished –** Ready to move in premises, premises to be in plug-and-play condition to enable NPCI to start operations from day zero onwards.
14. **Co-Sharing –** Also termed as Co-working is a business services provision model that involves individuals working independently or collaboratively in shared/ separate office space. The owner of the space provides a work environment and, usually, office equipment and amenities found in a typical office. Typical features of Co-working facilities include Shared work spaces, 24/7 access, Reservable/rentable conference and/or board rooms,Wi-Fi,Communal printer/copier/fax.Private branch exchange (PBX) systems, Shared kitchens, Utilities and lounges, Housekeeping & Pantry Services, Vending Machines etc.

## 4.2 Clarifications of Bidding Documents

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

**4.2.2** Bidders should submit the queries preferably in the format given below:

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

## 4.3 Amendment of Bidding Documents

**4.3.1** 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.

**4.3.2** Amendments will be provided in the form of Corrigendum to the Bidding Documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.

**4.3.3** In order to afford Bidders reasonable time 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 on NPCI's website.

**4.3.4** From the date of issue, the Corrigendum to the tender shall be deemed to form an integral part of the EOI.

## B. Preparation of Bid

### 4.4 Earnest Money Deposit (EMD)

**4.4.1** The Bidder shall submit Earnest Money Deposit of Rs. 5,00,000/- (Rupees Five lacs only) in the form of a Demand Draft / Pay order from a scheduled bank in India in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Bank Guarantee valid for 60 days, as per format in **Annexure A1 or A2** and to be enclosed under **Section 7**.

**4.4.2** No interest shall be payable on the EMD by NPCI.

**4.4.3** Single bidder may represent multiple premises by submitting single EMD amount i.e. Rs. 5, 00,000/- (Rupees Five lacs only)

#### **4.5 Period of Validity of Bids and Extension:**

Bids shall remain valid for a minimum period of 60 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 60 days as non-responsive, without any correspondence.

#### **4.6 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 as per point number 4.6 of this EOI. 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.

#### **4.7 Return of EMD**

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

#### **4.8 Forfeiture of EMD & Related clause**

The EMD made by the bidder will be forfeited &/or further action may be initiated which may lead to Blacklisting if serious deliberate anomalies are observed during EOI process

**4.8.1** If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract.

**4.8.2** If bidder withdraws/revokes their offer or modifies/changes the same during the validity of the Bid.

**4.8.3** If bidder fails to provide documents relevant to support the claims made in the bid document.

**4.8.4** Tampering of EOI document – Bidder is strictly not allowed to temper/modify EOI document .If any bidder does the same, then NPCI has full right to discard the submitted bid, forfeit the EMD & may lead to even blacklisting of bidder

For greater clarity, where a Bank Guarantee is furnished by the Bidder as EMD, the Bank Guarantee shall be invoked and the EMD amount forfeited forthwith upon happening of any of the events listed out from 4.8.1 to 4.8.4 above.

## 4.9 Contents of the Envelopes:

### 4.9.1 Envelope 'A' Eligibility Bid: The following documents shall be inserted inside

Envelope A:

Document name	Annexure nos.
1. Bid Earnest Money Deposit in the form of Demand Draft Or Bid Earnest Money in the form of Bank Guarantee	Annexure A1 – EMD DD OR Annexure A2 - Bank Guarantee Format
2. Bid Offer Form (without Price)	Annexure B
3. Bidders Information	Annexure C1
4. Eligibility Criteria Matrix	Annexure C2
5. Declaration regarding Clean Track by Bidder	Annexure D
6. Power of Attorney on Rs 100/- stamp paper	Annexure D1
7. EOI document duly signed by the authorized signatory	Complete EOI Document
8. DD/Pay Order / Bank Guarantee towards EMD	Original DD or original BG to be provided

### 4.9.2 Envelope 'B' Technical Specifications: The following documents shall be inserted inside

Envelope B:

Document name	Annexure nos.
1. Technical Specification – For Evaluation	Annexure E
2. Premise Details – For Information only	Annexure E 1

## 4.10 Bid Submission:

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

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

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

## 4.11 Bid Language:

The bid shall be in English Language.

## 4.12 Deadline for Submission:

The last date of submission of bids is given in Section 1, unless amended by NPCI through corrigendum published at NPCI's website.

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

NPCI may, at its discretion, extend bid submission timeline by issuing corrigendum which will be posted on NPCI's website, in given case all rights and obligations of NPCI and Bidders will thereafter be subject to the deadline as extended.

#### **4.14 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.

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

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

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

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

**4.16.1** NPCI reserves the right to accept or reject any of the submitted bid without assigning any reason whatsoever.

**4.16.2** NPCI does not bind itself to accept 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 bidder having the right to object to such re-issue.

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

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

#### **4.17 EOI Abandonment:**

NPCI may at its discretion abandon the EOI process any time

#### **4.18 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 any matter related to the bid, it should do so in writing on mail ID as mentioned in Section 1.

## Section 5 – Bid Evaluation

### 5.1 Technical Scoring Matrix:

**5.1.1** The following are the board parameters for evaluating the Technical Bid are as follows:

Sr. No	Broad Parameter for selection/ Evaluation matrix	Max % score achievable
A	Area/ Premises offered on lease or Co-sharing	30%
B	Technical Parameters	42%
C	Security Parameters	20%
D	Employee Centric Factors	8%
	TOTAL	100%

Scoring Matrix: Bidders scoring a minimum of 70% would be eligible for next step.

### 5.2 Successful Evaluated Bidder:

**5.2.1** NPCI Premise committee at its discretion will further decide RFQ process and may also decide to go ahead with **E – Bidding** post EOI.

## Section 6 – Terms and Conditions

### 6.1 Indemnity

The bidder/ lessor shall indemnify NPCI for any direct loss or damage that is caused due to any deficiency in services.

The bidder /lessor 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 from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or LOI, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder /lessor, violation of statutory and regulatory provisions including Labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

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



## Section 7 Documents/ forms to be put in Envelope 'A'

### 7.1 Annexure A1- Bidder's Letter for EMD (Demand Draft)

To be put in Envelope 'A'

On the letterhead of the bidder

To

**MD&CEO**

National Payments Corporation of India,  
1001A, 10th floor, B Wing, The  
Capital,  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

**Subject: EOI Reference Number - NPCI/2020-21/ADMIN/023 Dated: 1st October 2020 EOI  
FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT MUMBAI**

We have enclosed an EMD in the form of a Demand Draft No. \_\_\_\_\_ issued by the  
branch of the \_\_\_\_\_ Bank, for the sum of Rs. 5,00,000/-  
(Rupees five lacs only for Mumbai ). This EMD is as required by clauses 4.4 of the  
Instructions to Bidders of the above referred EOI.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business  
Address:

## 7.2 Annexure A2 – EMD (Bank Guarantee)

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

National Payments Corporation of India: \_\_\_\_\_

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

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 \_\_\_\_\_ **EOI Reference Number - NPCI/2020-21/ADMIN/023 Dated: 1st October 2020** **EOI FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT MUMBAI**

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. \_\_\_\_\_ Rupees \_\_\_\_\_ only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, as below –

The EMD made by the bidder will be forfeited &/or further action may be initiated which may lead to Blacklisting if serious deliberate anomalies are observed during EOI process

- 7.2.1** If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract.
- 7.2.2** If bidder withdraws/revokes their offer or modifies/changes the same during the validity of the Bid.
- 7.2.3** If bidder fails to provide documents relevant to support the claims made in the bid document.
- 7.2.4** Tampering of EOI document – Bidder is strictly not allowed to temper/modify EOI document .If any bidder does the same, then NPCI has full right to discard the submitted bid, forfeit the EMD & may lead to even blacklisting of bidder

For greater clarity, where a Bank Guarantee is furnished by the Bidder as EMD, the Bank Guarantee shall be invoked and the EMD amount forfeited forthwith upon happening of any of the events listed out from 7.2.1 to 7.2.4 above.

\_\_\_\_\_  
[Signature]

## 7.3 Annexure B - Bid Offer Form (without Price)

### To be put in Envelope 'A'

(Bidder's Letter Head)

#### OFFER LETTER

**Date:**

**Place:**

**To**

**MD&CEO**

National Payments Corporation of India,  
1001A, 10th floor, B Wing,  
The Capital,  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

Dear Sir,

**EOI Reference Number - NPCI/2020-21/ADMIN/023 Dated: 1st October 2020 EOI FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT MUMBAI**

We have examined the above referred EOI document. As per the terms and conditions specified in the EOI document.

We acknowledge having received the following addenda / corrigenda to the EOI document. (To be filled by bidder only if applicable only)

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this EOI.
2. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
3. We agree that the terms and conditions furnished in this EOI 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 all EOI clauses 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 agree to abide by this offer for minimum period of 60 Days from the last date stipulated by NPCI for submission of bid, and our offer shall remain binding upon us and may be accepted by NPCI any time before the expiry of that period.

Until receipt of registered Agreement, 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 Number \_\_\_\_\_ Dated \_\_\_\_\_ valid for 60 days for an amount of Rs. 5,00,000/- (Rupees five lacs only) payable at Mumbai

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:

## 7.4 Annexure C1 – BIDDERS INFORMATION

(On Company/firm's Letterhead)

### To be enclosed in Envelope 'A'

#### Bidder's Information

Details of the Bidder		
1	Name of the Bidder firm	
2	Address of the Bidder	
3	Status of the Company (Public Ltd/ Pvt. Ltd., Partnership/LLP firm/Proprietary)	
4	Details of Incorporation of the Company. (Certificate to be submitted in Eligibility bid)	Date:
		Ref#
5	Details of Commencement of Business	Date:
		Ref#
6	Valid GST registration no.	
7	Validity in state of (mention the state)	
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) if available	
13	Website	
14	Cancelled Cheque details	

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

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

## 7.5 Annexure C2 – ELIGIBILITY CRITERIA MATRIX

(On Company/firm's Letterhead)

### To be enclosed in Envelope 'A'

#### Eligibility Criteria Matrix

Sr. No.	Description	Complied with statements	Proof to be attached
1	Registered company under The Companies Act, 1956 or 2013 or Partnership firm/ LLP or Proprietary firm having their office in India in existence for a minimum of five years		<p>Proof should be submitted in terms of valid certificate of registration /Incorporation/ commencement/ MOA&amp; AOA/ S&amp;E/ etc. Additionally for Proprietary firms, certificate from registered Chartered Accountant needs to be enclosed mentioning a) <b>for traditional leased premises</b> the firm <b>should be</b> in existence for the past five years <b>&amp; for Co sharing the firm should be in existence for past 2.5 years</b> b) is in the business of leasing office premises for commercial usage/ ITES/IT premises or/and as a developer of commercial offices/IT/ITES and leasing the said premises to corporates etc. and c) confirming compliance to statutory &amp; taxation laws in India for the last <b>Two years.</b>)</p> <p>Investor premises to provide NOC from condominium/ society or developer on their letterhead if the investor is offering the said premises on lease or co-sharing basis.</p>

2	The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in India or abroad		Declaration as per Annexure - D
3	Location	Upto a distance of approximately 3 km from either Side of Hub Mall on Western Express highway	Declaration on bidders letter head.
4	Non-Disclosure Agreement (Rs 100/- stamp paper or franking)		Annexure F (Rs 100/- stamp paper or franking)
5	A. Financial Documents	Financial Documents	<p><b><u>1. Traditional Lease:</u></b>  A. 3 years Audited Balance Sheet  B. 3 years P&amp;L  C. 3 years independent Auditors report.  (Signed &amp; Company Stamped)</p> <p><b><u>2.CO-Sharing Space:</u></b>  A. 2 years Audited Balance Sheet  B. 2 years P&amp;L  C. 2 years independent Auditors report.  (Signed &amp; Company Stamped)</p>
6	Authorization letter / Mail from Land lord to IPCs for participating in the EOI for respective premises		Authorization Letter / Mail

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

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

## 7.6 Annexure D – Declaration regarding Clean Track by Bidder

### To be put in Envelope 'A'

(On Company/firm's Letterhead)

To,

#### **MD&CEO**

National Payments Corporation of India,  
1001A, 10th floor, B Wing, The Capital  
Bandra (E), Mumbai – 400 051.

Sir,

**EOI Reference Number - NPCI/2020-21/ADMIN/023 Dated: 1st October 2020** EOI FOR  
SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT MUMBAI

I have carefully gone through the Terms and Conditions contained in the above referred EOI. 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:



## 7.7 Annexure D1 - Format Power of Attorney

(On Stamp paper of Rs 100/-)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of

\_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **EOI Reference Number - NPCI/2020-21/ADMIN/023 Dated: 1st October 2020 EOI FOR SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT MUMBAI** in response to the EOI 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 \_\_\_\_\_ 2020.

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

(Signature)

(Name Designation and Address)

Accepted

Signature) (Name

Designation) Date:

Business Address:

## Section 8 Documents/ forms to be put in Envelope 'B'

### 8.1 Annexure E Technical Specification – For Evaluation

To be put in Envelope 'B'

On the letterhead of bidder

(Do not mention any commercial details)

Date:

Place:

To

MD&CEO

National Payments Corporation of India,  
1001A, 10th floor, B Wing, The  
Capital,  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

Dear Sir,

**EOI Reference Number - NPCI/2020-21/ADMIN/023 Dated: 1st October 2020** EOI FOR  
SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT MUMBAI

We herewith enclose the following Technical Specification data sheet for your perusal. In case if any additional supporting documents are required to support the below claim then we shall provide the same when asked upon by NPCI.

<b>ANNEXURE E - TECHNICAL EVALUATION</b>		
<b>1. AREA/PREMISES OFFERED</b>		
<b><u>PARAMETERS</u></b>	<b><u>Supporting Document</u></b>	<b><u>GRADING CRITERIA</u></b> <b><u>(please select appropriate option)</u></b>
BUILDING WITHIN CAMPUS/ STANDALONE BUILDING	Declaration on Company letter head or any other authentic document.	*CAMPUS *STANDALONE BUILDING
OFFERED PREMISES AREA	Declaration on Company letter head or any other authentic document.	* On one contiguous floor _____ * On two contiguous floors _____ * None
CONTIGUOUS CARPET AREA OF THE FLOOR PLATE OFFERED IN SQ.FT PER FLOOR	Declaration on Company letter head or any other authentic document.	* >= 25,000 Sq.Ft on one floor * < / = 24,999 to 20,000sq.ft on one floor * < / = 19,999 to 10,000 Sq.Ft on one floor (*If more than one floor offered average will be taken as per above criteria)

EFFICIENCY in %	Declaration on Company letter head or any other authentic document.	<ul style="list-style-type: none"> <li>* <math>\geq 80\%</math></li> <li>* <math>\leq 79</math> to 75%</li> <li>* <math>&lt; 74</math> to 70</li> <li>* <math>&lt; 70</math> or less</li> <li>None of the above</li> </ul>
DOES THE PROPERTY HAVE CLEAR OWNERSHIP / OWNERSHIPS AND MARKETABLE TITLE	Declaration on Company letter head or any other authentic document.	Yes /No

2. TECHNICAL PARAMETERS		
<b><u>PARAMETERS</u></b>	<b><u>Supporting Document</u></b>	<b><u>GRADING CRITERIA</u></b> <b><u>(please select appropriate option)</u></b>
Part A - If bidder is quoting for 'BARE SHELL (without chiller/ AHU/toiletblock) OR WARM SHELL (with chiller tap off points/ AHU and/or finished toilet block) OR with Fit - Outs	Declaration on Company letter head or any other authentic document.	<b>PART - A -</b> <ul style="list-style-type: none"> <li>* With finished toilet block and AHU</li> <li>* Either toilet block or AHU</li> <li>* None of the above</li> </ul>
Part B - Bidders providing Co sharing space with fully furnished office and extending end to end FMS services & ready to customize as per NPCI' s requirement	Declaration on Company letter head or any other authentic document.	<b>Part - B-</b> <ul style="list-style-type: none"> <li>*Fully furnished (ready to move in ) Office with end to end customization as per NPCI's requirement</li> <li>*Fully furnished (ready to move in ) Office without customization as per NPCI's requirement</li> <li>* None of the above</li> </ul>
Status of * OC received availability /( in process )/ * CFO final approval / ( in process ) * Final structural stability certificate availability/ ( in process )	Declaration on Company letter head or any other authentic document.	<ul style="list-style-type: none"> <li>* All three available</li> <li>* Any two available</li> <li>* WIP (Any two )</li> <li>* None available / Not applied</li> </ul>
IT/ITES PARK/ COMMERCIAL BUILDING	Declaration on Company letter head or any other authentic document.	<ul style="list-style-type: none"> <li>* IT/ITES Park</li> <li>*Commercial Building</li> </ul>
CHILLER SYSTEM USED FOR HVAC	Declaration on Company letter head or any other authentic document.	<ul style="list-style-type: none"> <li>* Chiller available</li> <li>* VRV</li> <li>* Cassette units</li> <li>* None of the above</li> </ul>
100% DGBACK UP FOR THE PREMISES OFFERED	Declaration on Company letter head or any other authentic document.	<ul style="list-style-type: none"> <li>* DG available</li> <li>* DG only for common areas</li> <li>* None of the above</li> </ul>

ALL NECESSARY TAP OFF POINTS PROVIDED (Water supply/ sewage/ Electrical power/ HVAC tap off points)	Declaration on Company letter head or any other authentic document.	*All Tap off points available *All Tap off points not available
24/7 WATER AVAILABILITY (Municipal supply/ bore well/ tanker water - treated)	Declaration on Company letter head or any other authentic document.	Yes / No
STP PLANT AVAILABILITY	Declaration on Company letter head or any other authentic document.	* STP Available * STP not available
SPRINKLER IN COMMON AREAS	Declaration on Company letter head or any other authentic document.	* Sprinkler for common areas and upright within premises * Sprinkler in common areas only * None of the above
SMOKE DETECTORS IN a. COMMON AREAS/ b. FLOOR LOBBIES/ c. PARKING AREAS	Declaration on Company letter head or any other authentic document.	* Available in all 3 areas * None of the above
NETWORK LINK AVAILABILITY (Mention the telecom service providers ( SP ) that are currently available.) All network, data/fiber etc., are allowed to be brought into the offered premises without any hindrance.	Declaration on Company letter head or any other authentic document.	* No. of SP >= 3 * No. of SP=2 * No of SP=1 * None of the above

3. SECURITY OF PREMISES		
<b><u>PARAMETERS</u></b>	<b><u>Supporting Document</u></b>	<b><u>GRADING CRITERIA</u></b> <b><u>(please select appropriate option)</u></b>
BOOM BARRIER TO THE PREMISES	Declaration on Company letter head or any other authentic document.	Available / Not Available
BAGGAGE SCANNER/ DOOR FRAME METAL DETECTOR	Declaration on Company letter head or any other authentic document.	Available / Not Available

NO OF ENTRANCES/ SEPARATE FOR STAFF AND GOODS	Declaration on Company letter head or any other authentic document.	Available / Not Available
CCTV CAMERA IN MAIN AREA AND CRITICAL INSTALLATIONS FOR BUILDING	Declaration on Company letter head or any other authentic document.	Available / Not Available
SEGREGATION OF CRITICAL FACILITIES - DG/ CHILLER/HT PANEL/METRE ROOM	Declaration on Company letter head or any other authentic document.	Available / Not Available

4 . EMPLOYEE CENTRIC FACTORS		
<b><u>PARAMETERS</u></b>	<b><u>Supporting Document</u></b>	<b><u>GRADING CRITERIA</u></b> <b><u>(please select appropriate option)</u></b>
AVAILABILITY OF FOOD COURT/CAFETERIA	Declaration on Company letter head or any other authentic document.	Available / Not Available
AMENITIES WITHIN CAMPUS / BUILDING - CRÈCHE, GYM.EMPLOYEE ENGAGEMENT ACTIVITY LIKE - YOGA, ZUMBA, MEDICAL ASSISTANCE (PARAMEDIC VISIT)	Declaration on Company letter head or any other authentic document.	* All Available * Any 3 available * Any 2 Available * Any 1 available * None
NEARBY EMERGENCY SERVICES within 1 KM radius - Police Station, Hospital, Fire brigade.	Declaration on Company letter head or any other authentic document.	* All Available * Any 2 Available * Any 1 available * None
ACCESS TO LOCAL TRANSPORTATION/ TRAIN/METRO/BUS/ RICK/ TAXI.- within 2 kms	Declaration on Company letter head or any other authentic document.	* All Available * Any 4 available * Any 3 Available * Any 2 available * Any 1 available * None
VALUE ADDITION - * PREMISE OFFERS BUS SERVICE FROM THE SITE TO THE NEAREST RAILWAY STATION / METRO STATION /BUS STOPS	Declaration on Company letter head or any other authentic document.	Available / Not Available
<p>NOTE :-</p> <p>1. If more than one floor offered average will be taken for calculation</p> <p>2. In case two criterias are falling in different categories, against any of the cell than average will be taken as per "Grading Criteria". Eg- Two floors offered with different efficiency levels</p>		

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## 8.2 Annexure E 1 – Premise Details - For Information only

**To be put in Envelope 'B'**

**On the letterhead of bidder**

**(Do not mention any commercial details)**

Date:

Place:

To

MD&CEO  
National Payments Corporation of India,  
1001A, 10th floor, B Wing, The  
Capital,  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

Dear Sir,

**EOI Reference Number - NPCI/2020-21/ADMIN/023 Dated: 1st October 2020** EOI FOR  
SELECTION OF PREMISES ON LEASE OR CO-SHARING BASIS AT MUMBAI

We herewith enclose the following Technical Specification data sheet for your perusal. In case if any supporting documents are required to support the below claim then we shall provide the same when asked upon by NPCI.

<b>ANNEXURE - E1 Premise Details – For Information only</b>	
<b>1. BIDDER'S INFORMATION</b>	
Name of the Bidder firm :	
Address	
Mobile No./ Landline No.	
Email Address	
Name of Contact Person	
Status of the Owner - (Whether Proprietary / Partnership / Pvt Ltd., / LLP, Public Ltd. Etc.)	
Expected date of handover of Proposed Premises for internal fit-outs (dd-mm-yyyy)	<p>_____ (Mention date of handover dd/mm/yy)</p> <p><i>("Kindly note that the premises related infrastructure like adjoining road/ landscaping and amenities namely gym/cafeteria/ crèche etc. needs to be either operational or plans with specific timelines needs to be included as to when these facilities shall be operational")</i></p>
Leasehold/ Freehold/ Others(if leasehold, give residual period of lease and name(s) of the title holders)	

2. Details of the property:	
Address of the property, with nearby landmark :	
Is the property Ready for fit outs / Under Construction	<p>* If Ready -</p> <p>Age of the building - _____ (No. of years and months).</p> <p>* If under construction -</p> <p>Mention the month year when premise will be ready for fit outs</p>

3. DETAILS OF SIZE/ AREA OF LAND/PREMISES OFFERED	
Size of proposed premise Land parcel in acres	
Area of Floor Plate in SQ.FT	
Area of Proposed Premises offered in SQ.FT (Chargeable area)	
No of Wings for proposed premise	
No of units offered per floor for proposed premise	
Proposed Premises offered	
Wing No.	
Unit No.	
Floor No.	
Location of Main door of proposed premises (North/ South/ West/ East/ NE/NW/SW/SE)	
Clear height from base slab to ceiling slab in meters	

4. HVAC	
High Side Air Conditioning including Chillers and with tap off points of chilled water terminated at the offered premises. Sizing of HVAC system should have been designed to provide comfort air conditioning for 80 Sq.Ft per person with a room temperature of 23 to 24 Deg. Celsius throughout the year.	
SPACE AVAILABILITY FOR CASSETTEE UNITS/ HI WALL UNITS ETC	YES / NO / NA (Space for ODU approximate 20% cooling to be provided by Cassette units/ hi wall etc.)
BTU meter availability	_____(YES / NO)
	If No, then mention the alternative.



PROVISION OF AHU	YES / NO / NA Sq ft : _____ (Mention the space in SQ.FT provided for AHU)
FLOORING	_____ (Mention the type of flooring for the offered premises - Bare RCC floor preferably with water proofing in all areas or on wet block areas)

<b>5. ELECTRICAL AND DG</b>	
Total Sanctioned electrical load for the building	_____KW
Total Sanctioned electrical load for the offered premises	_____KW (1.25 KW for every 100 Sq.Ft)
Provision for Additional power requirement - if Yes, then specify the availability in KW	_____KW
Availability of independent meter for the offered premises	_____(YES / NO )
	(All security deposits to be borne by the BIDDER / LANDLORD only.)
No of standby diesel generators with capacity in KVA	No of DG:
	Capacity of DG:
Separate meter for calculation of DG units for the offered premises	_____(YES / NO )
	If No, then mention the alternative.

<b>6. WATER/SANITATION</b>	
WET BLOCK	_____(YES / NO )
FINISHED TOILET BLOCK	_____(YES / NO )
AREA IN SQ.FT	_____ ( in sq ft )
WATER SUPPLY connection	* Available 24 X 7 (YES / NO) (Please specify if through bore well/ municipal or through external potable water)
SEWAGE DISPOSAL SYSTEM	_____ (Mention method of disposal)
Water pressure for sprinkler achievable within the proposed premises	_____ (Mention the pressure in PSI)
All fire alarm system and fire-fighting system to be complaint with fire safety norms/ IS Standards and NBC norms.	_____(YES / NO )
	_____(YES / NO )

REST AREAS FOR DRIVERS/WASHROOM FACILITIES	If No, then mention the alternative(s):
--	---

<b><u>7 .MARKETING/FAÇADE BRANDING OPPORUNITY</u></b>	
AVAILABILITY OF FAÇADE BRANDING opportunity	<div>_____ (YES / NO )</div> <div>If No, then mention the alternative(s):</div>
Is the FAÇADE BRANDING exclusive to NPCI only?	<div>_____ (YES / NO )</div> <div>If No, then mention the alternative(s):</div>
SIZE of the Façade branding offered	_____
	(Mention the size of the branding opportunity in SQ.FT)
NEON SIGNAGE/ BACKLITE/ FLEX type of Façade branding	_____
	<i>(Mention the type of signage available)</i>

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## Section 9 **Annexure F: NON-DISCLOSURE AGREEMENT**

**(To be printed on Rs.100/- Stamp paper)**

### **NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered on this ----- day of -----, 2020 ("**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 **1001A, B Wing, 10th Floor, The Capital, Plot 70, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra**, CIN: U74990MH2008NPL189067 (Hereinafter referred to as "**Disclosing Party**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

**AND**

\_\_\_\_\_, a company/Partnership/Sole Proprietor/Association of People/ and having its registered office at \_\_\_\_\_ (Hereinafter referred to as "**Receiving Party**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

Disclosing Party and Receiving Party 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 Disclosing Party and Receiving Party to perform the considerations (hereinafter called "Purpose") set forth in below:

**Purpose – EOI -For selection of premises on lease or co-sharing basis at Mumbai**

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

For purposes of this Agreement, "**Confidential Information**" means the terms and conditions, and with respect to Disclosing 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.

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

This Agreement does not obligate the Disclosing 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 to the Receiving Party any rights, license or authority in or to the Confidential Information disclosed to the Receiving Party under this Agreement or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed to be a public disclosure of such Confidential Information by the Receiving Party for any purpose whatsoever. This Agreement does not create a joint venture or partnership between the parties.

### **Article 4: DISCLOSURE**

1. Receiving Party agrees not to use the Disclosing Party's Confidential Information for any purpose other than for the specific purpose as mentioned in the recital clause. 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, representatives, agents, 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 does not make any representation or warranty as to the accuracy or completeness of Confidential Information. 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 Receiving party agree that upon termination 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 7: INJUNCTIVE RELIEF**

The Receiving Party hereto acknowledge and agree that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth herein. Accordingly, the Receiving Party agrees that in the event of a breach or threatened breach by the Receiving Party of the provisions of this Agreement, the Disclosing Party will have no adequate remedy in money or damages and accordingly the Disclosing Party, in addition to any other right or remedy available, shall be entitled to injunctive relief against such breach or threatened breach by the Receiving Party and to specific performance of any such provisions of this Agreement. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. If the Receiving Party is aware of a suspected or actual breach of this Agreement from Receiving Party's side, it shall (i) promptly notify the Disclosing Party in writing immediately; and (ii) take all reasonable and essential steps to prevent or stop any suspect or actual breach of this Agreement; (iii) Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

## **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: DISPUTE RESOLUTION**

Notwithstanding anything contained in Article 7 and the express rights of the Disclosing party contained and provided thereto, 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 appointed by Disclosing Party 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 AND JURISDICTION**

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 Receiving Party without the prior written consent of Disclosing Party.

## **Article 12: TERM**

This Agreement shall remain valid from the effective date till the time the Receiving Party is receiving Confidential Information or until the termination of this Agreement, whichever is later. This Agreement may be terminated by either Party by giving prior written notice of Ninety (90) days to the other Party. However, the Receiving Party shall not be entitled to terminate this Agreement if there is subsisting business engagement between the Parties. Irrespective of the termination, the obligation of the Receiving Party to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement and shall remain in effect indefinitely.

## **Article 13: INTELLECTUAL PROPERTY RIGHTS, Media Disclosure, Publicity and Public Interaction**

- 13.1 Receiving Party shall not use or permit the use of Disclosing Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or interact with media for any disclosure of findings or otherwise discuss or make reference to Disclosing Party 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 Disclosing Party's prior written consent.
- 13.2 Any interaction by the Receiving Party with media for any disclosure of findings, publicity, public interactions for undue advantage and/or any association whatsoever of Disclosing Party, without express consent/approval from Disclosing Party, shall result in breach, and for every incident of breach the Receiving Party shall be liable to pay the Disclosing Party, an amount which Disclosing Party, in its sole and absolute discretion, deems fit. This shall be without prejudice to the right of Disclosing Party to peruse any other right or remedy available to it under law.

## **Article 14: INDEMNITY**

In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided in this agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Receiving Party shall stop its breach of this agreement immediately and indemnify Disclosing party against losses resulting from its default, including the reasonable legal costs, which have been incurred by Disclosing party to investigate the default.

## **Article 15: 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. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) In the case of personal delivery or electronic-mail, on the date of such delivery, (b) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) In the case of mailing, on the seventh working business day following such mailing.

3. 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 and any additional agreement, if any, shall be binding along with that relevant Agreement in addition to this Non-Disclosure Agreement without affecting the provisions of this agreement. In the event where only this agreement is existing than the provisions of this Agreement shall prevail. 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 or modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. The remaining provisions will continue in full force and effect.
4. Any breach of any provision of this Agreement by Receiving Party hereto shall not affect the Disclosing party's non-disclosure and non-use obligations under this Agreement.
5. The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

**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**

**TYPE COMPANY NAME**

By:

By:

Name:

Name:

Designation:

Designation: