



**Request for Proposal for Selection of Liaisoning Consultant to acquire various  
End to End Statutory Permissions for Construction of Innovation Office Building  
(IOB) in Hyderabad**

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RFP Reference No: NPCI/2023-24/DC/025 dated 26.09.2023

National Payments Corporation of India

Unit no. 202, 2nd floor,

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

### Checklist

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

1. Demand Draft / Online transfer of INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only inclusive of GST@18%) towards cost of Bid document in Envelope - 'A'
2. Demand Draft / Online transfer of INR 1,00,000/- (Rupee One Lakh only) towards Bid Security in Envelope 'A'- Earnest Money Deposit (EMD)
3. The bidders shall pay the aforementioned Bid cost & EMD through the below mentioned modes and the remittance proof (Remittance proof in favor of "National Payments Corporation of India" payable at Mumbai" amounting to INR 11,800/- (INR 10,000/- plus GST @18 %) towards bid purchase cost and INR 1,00,000/- towards Bid Security respectively) shall be submitted to NPCI for the same, failing which the bid is liable to be rejected.
  - 3.1. Demand draft in favour of "National Payments Corporation of India" payable at Mumbai.
  - 3.2. The Online transfer can be done to designated NPCI bank account as detailed below:
    - 3.2.1. Account Name: National Payments Corporation of India
    - 3.2.2. Bank Name: ICICI Bank
    - 3.2.3. Account No: 039305002962
    - 3.2.4. IFSC Code: ICIC0000393
4. Technical and Commercial Bids are prepared in accordance with the RFP document.
5. Envelope 'A'- Eligibility & Technical Bid as mentioned in Annexures under **Section 9**.
6. Envelope 'B'- Commercial Bid with break up detailed as mentioned in Annexures under **Section 10**.
7. All the pages of Eligibility Bid, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. RFP document to be duly sealed and signed by the authorized signatory on each page shall be enclosed in Envelope - 'A'.
9. Prices are quoted in Indian Rupees (INR).
10. Non-Disclosure Agreement (NDA) enclosed in Annexure - N, should be duly filled and signed in a Rs.600/- Stamp paper by successful bidder. To be enclosed in Envelope - 'A'.
11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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**Abbreviations and Acronyms**

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

INR	Indian Rupee
BG	Bank Guarantee
IOB	Innovation Office Building
LC	Liaisoning Consultant
CMC	Construction Management Consultant (appointed by NPCI for the purpose of overseeing the project)
EMD	Earnest Money Deposit
NPCI	National Payments Corporation of India
RFP	Request for Proposal
PBG	Performance Bank Guarantee
Government	Telangana State Government
HMDA	Hyderabad Metropolitan Development Authority
GHMC	Greater Hyderabad Municipal Corporation
HMWSSB	Hyderabad Metropolitan Water Supply and Sewerage Board
TSIIC	Telangana State Industrial Infrastructure Corporation
TS Fire Dept.,	Telangana State Disaster Response and Fire Services Department
TSPCB/PCB	Telangana State Pollution Control Board
TSSPDCL/EB	Telangana Southern Power Distribution Company Limited/Electricity Board
ORR/ORRGC	Outer Ring Road/Outer Ring Road Growth Corridor
MRO	Mandal Revenue Officer
RDO	Revenue Divisional Officer
MSBC	Multi Storied Building Committee
MOEFCC	Ministry of Environment, Forest and Climate Change
EIA	Environmental Impact Assessment
NOC	No Objection Certificate
OC	Occupancy Certificate
EC	Environmental Clearance
TDR	Transfer of Development Rights
SOW	Scope of Work
PDM	Price Discovery Method/Mechanism
BOQ	Bill of Quantities
KL	Kilo Litre
SFT	Square Feet
Sq. Mt.	Square Meter

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Construction of Innovation Office Building (IOB) in Hyderabad  
**Section 1 - Bid Schedule and Address**

Sr. No.	Title	Brief Description
1	Name of the Project	RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for Construction of Innovation Office Building (IOB) in Hyderabad
2	Tender Reference Number	NPCI/RFP/2023-24/DC/019 dated 26.09.2023
3	Date of Commencement	04.10.2023
4	Last date of receiving Pre-bid clarifications in writing from bidders	09 <sup>th</sup> October 2023, 1500 Hrs. Note: Any and all Pre-Bid queries shall be sent to <a href="mailto:charles.d@npci.org.in">charles.d@npci.org.in</a>
5	Date and Time for Pre-bid Meeting	10 <sup>th</sup> October 2023, 1500 Hrs.
6	Last date and time for Bid Submission	12 <sup>th</sup> October 2023, 1800 Hrs. Hard copy of the Bid shall be submitted at Place of Bid Submission Address and Soft copy of the Bid shall be emailed to <a href="mailto:charles.d@npci.org.in">charles.d@npci.org.in</a>
7	Address for Communication, Project location and Place of Bid Submission	National Payments Corporation of India, Survey no. 205/1 (P) & 205/5 (P), Narsingi Village, Gandipet Mandal, Rangareddy District, Hyderabad - 500075, Telangana.
8	Date and Time of Eligibility & Technical Bid Opening (Envelope 'A')	13 <sup>th</sup> October 2023, 1100 Hrs.
9	Bid Related Queries	<u>For Technical Queries</u> - please write to:  Email id: sai.manikanta@npci.org.in V. Sai Manikanta   Contact: +91 94909 21343  Email id: pankaj.kasturay@npci.org.in Pankaj Kasturay   Contact: +91 99082 72447  <u>For Commercial queries</u> - please write to: Email id: charles.d@npci.org.in D J Charles   Contact: +91 98499 90809
10	Bid cost	INR 11,800/- (Rs. 10,000/- plus GST @18 %)
11	Bid Security	INR 1,00,000/- (Rupees One Lakh Only)
12	Bid Evaluation Methodology	The following Two stage evaluation system will be followed in bid evaluation: Stage 1: Eligibility & Technical Bid Stage 2: Commercial Bid <b>Note:</b> I. Reverse auction will be performed separately for the technically qualified bidders. II. The L1 Bidder in the reverse auction will be declared as the final bidder subjected to NPCI acceptance.
13	Right to cancel the RFP	NPCI does not bind itself to accept the lowest bid and reserves the right to reject all or any bid or cancel the RFP without

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Sr. No.	Title	Brief Description
		assigning any reason whatsoever. NPCI also reserves the right to re-issue the RFP without the Bidders having the right to object to such re-issuance.
14	Scheduled time of Completion	24 Months or till occupancy certificate is obtained, whichever is later from the Date of Issue of Purchase Order or LOI.
15	Site Visit	Bidders shall be deemed to have visited the site before submission of bid.
16	Schedule of Payment	<p><u>Mobilization Advance:</u> 5% mobilization advance against submission of Mobilization Bank Guarantee. (Mobilization Bank Guarantee format will be shared with finalized bidder).</p> <p><u>Payment against Running Account Bills &amp; Final Bill:</u> Payment shall be made on the completion of each activity as given in the table under Clause 5.8 Payment Terms considering the prices quoted for each activity in the Annexure M - Commercial Bid: PRICE FOR SCHEDULE OF ACTIVITIES. Payment shall be released within 30(Thirty) working days, subject to submission of correct Invoice along with necessary supporting documents duly signed by NPCI officials and CMC.</p>
17	Performance Bank Guarantee (PBG)	The successful bidder shall submit the PBG at 10% of the PO value with NPCI till the project completion period 24 months & claim period 06 months (total 30 Months). (Performance Bank Guarantee format will be shared with finalized bidder).

**Note:**

1. NPCI reserves all rights to withdraw any part of the scope during this bid process and is advised bidders to provide their commercials discretely to the category of scope mentioned in Section 3.



## **Section 2 - Introduction**

### **2.1 About NPCI**

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 (Ten) banks in India under the aegis of the Indian Bank's Association with majority shareholding by Public Sector Banks. Presently, 54 (Fifty-Four) banks are shareholders of NPCI. Out of which 17 (Seventeen) are Public Sector Banks (PSB), 17 (Seventeen) Private Sector Banks, 3 (Three) Foreign Banks, 10 (Ten) Multi State Cooperative Banks and 7 (Seven) 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 six core values: Passion for Excellence, Collaboration, Customer Centricity, Agility, Security and Innovation.

### **2.2 Objective of this RFP:**

National Payments Corporation of India proposes to appoint LIAISONING CONSULTANT (LC) to acquire various End-to-End Statutory permissions for construction of Innovation Office Building and its allied structures in the existing premises on approximately 3.55 acres of land with a built up area of 3.0 Lac SFT (+/- 25% variance) at Narsingi Village, Hyderabad.

The Successful bidder will be responsible for providing end to end Liaisoning Consultant services including but not limited to all permissions required for the development of Innovation Office Building from various authorities in Telangana.

Participation in bid by forming consortium and/or sub-contracting of any part of the scope of work is not permitted.

### **2.3 Cost of the RFP**

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 bidding process.

### **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 decision of NPCI on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned during/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 in paper or electronic media without prior written permission from NPCI.

### Section 3 - Scope of Work

#### 3.1 Infrastructural Brief

The scope of work for LC is broadly enumerated below. Broadly all Regulatory approvals required during Project feasibility/Pre sanction stage, During Construction stage & Post construction stage are to be covered.

Currently in the existing premises Smart Data Centre (SDC) G+3 Floors building and the ancillary structures/utilities are located in the Ground which was occupied 65% of the premises in total (appx. 3.55 Acres). The proposed Innovation Office Building (IOB) Project is to be constructed at the extreme south side of the premises, for which the subjected RFP is being published to identify the prospective bidder as LC.

Plot Size	3.55 acres (1,54,635.84 SFT)
Plot Coverage including Accessory use area	41,203.41 SFT
<b>EXISTING SMART DATA CENTER BUILDING DETAILS</b>	
Existing Data Center (DC) building Built up Area	1,36,063 SFT
No of floors	G+3
Floor Plate	Appx. 30,000 SFT
Total Height of the Building	26.725 meters
<b>PROPOSED INNOVATION OFFICE BUILDING DETAILS</b>	
Floor Plate	Appx. 12,500 - 15,500 SFT
Total Built up Area	Appx. 3.0 Lac SFT (+/- 25% variance)
Parking area	3 Basements & 1 Stilt
Basement Floor Coverage	Appx. 27,500 SFT
Height of the Building & No. of Floors	49.5 Mtrs. & 3 Basements + Stilt + 13 Upper floors
IGBC Rating	Platinum Rating

The brief spatial distribution along horizontal & vertical wise is as below:

Sr. No	Level	PROPOSED SPATIAL DISTRIBUTION DETAILS	AREA for Stilt+15 <i>With TDR</i>
			In SFT
1	Cellar - 3	Parking, Generators - 500kva x 2Nos, Chiller room, STP, WTP, E-waste room, fire pumps, store rooms, Exhausts	26,874.91
2	Cellar - 2	Multi-wheeler Parking - stacked	26,876.52
3	Cellar - 1	Multi-wheeler Parking - stacked	26,873.29
4	Stilt Floor	Grand Entry Reception, meeting/discussion/Interview rooms, security control room, medical dispensary, wellness room, courier room, waiting lounge, stock room	-
5	1 <sup>st</sup> Floor	Cafeteria, Games zone	12,714.22
6	2 <sup>nd</sup> Floor	Gym, steam bath/sauna, digi library, experience centre, Innovation hub, store rooms,	15,588.42
7	3 <sup>rd</sup> Floor	Office space	15,589.93

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Sr. No	Level	PROPOSED SPATIAL DISTRIBUTION DETAILS	AREA for Stilt+15 <i>With TDR</i>
			In SFT
8	4 <sup>th</sup> Floor	Office space	15,581.97
9	5 <sup>th</sup> Floor	Office space	15,581.97
10	6 <sup>th</sup> Floor	Office space	15,588.32
11	7 <sup>th</sup> Floor	Office space	15,581.97
12	8 <sup>th</sup> Floor	Office space	15,581.97
13	9 <sup>th</sup> Floor	Office space	15,581.97
14	10 <sup>th</sup> Floor	Office space	15,581.97
15	11 <sup>th</sup> Floor	Office space	15,588.32
16	12 <sup>th</sup> Floor	Office space	15,581.97
17	13 <sup>th</sup> Floor	Board room, chairman & CEO cabins, VVIPs lounge, Guest rooms, discussion rooms, party lounge,	15,588.21
18	14 <sup>th</sup> Floor	Auditorium	15,588.21
19	15 <sup>th</sup> Floor	Swimming pool & Auditorium	15,588.21
20	Terrace Floor	Swimming pool, netted multi-sports zone	849.39
		<b>TOTAL</b>	<b>3,12,381.72</b>

The High Level scope of work is as given hereunder 3.2 Scope of work. The bidder is expected to list detailed activities based on the below scope and the deliverables thereof in **Annexure F**.

The project duration is envisaged to be total 24 months.

### 3.2 Scope of work

- a) Obtaining sanction, HMDA/GHMC/Authorities Concerned/Local authorities for Building plan/layout approval for initiating the construction activities - pre-construction approval.
- b) Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting Permission/Clearance from TSIC/HMDA/Authorities Concerned for construction of Cement Concrete road (CC Road) at east side of our premises (towards newly laid cycle track).
- c) Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting final building completion certificate/Occupancy Certificate from HMDA/GHMC/Authorities Concerned/Local authorities.
- d) Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination with concerned authorities/Individuals/private entities for purchase of TDR for obtaining approval for additional 2 floors (13+2 Upper floors) of BUA for the proposed project.
- e) Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting any Clearance/NOC/Extension required from HMWSSB for potable water connection & sewerage collection connection from the premises.
- f) Coordination and obtaining permission from authority concerned for drilling of bore wells if required.
- g) Coordination with Revenue department if required (like obtaining Market Value Certificate, Encumbrance Certificate, etc.,).
- h) Peer review of Geotechnical Investigation reports, structural design basis reports, detailed designs, calculations, drawings, stability check, site visits, façade system etc., all complying with local statutory norms as well as applicable Indian Standard codes which are in vogue for building stability of 100 years.
- i) Peer review of architectural Design basis reports, detailed designs, drawings, contours, feasibility check, Interior fit-outs, site visits, etc., all complying with local statutory norms as well as applicable National Building codes/Indian Standard Codes which are in vogue for building stability of 100 years.
- j) Preparation & submission of tender drawings including Structural, Architectural, MEPF (Mechanical, Electrical, Plumbing, Firefighting & protection system), Interior Fit-outs, along with technical

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for Construction of Innovation Office Building (IOB) in Hyderabad specifications, Bill of Quantities along with price estimation including detailed measurement sheets, BIM LOD 300, etc., all for the proposed Innovation Office Building.

Any other approvals but not limited to the above to obtain all end to end approvals for the whole project.

All required hard copies of drawings & documents for statutory approval application submission will be in scope of LC. NPCI will not arrange for any hard copies.

All valid usernames & passwords of different Government web portals shall be provided with NPCI on timely basis, while in process of submission with different Government Statutes.

Note: Statutory charges will be paid by NPCI on receiving the demand note from concerned officials, should not be included in the proposal.

### **3.3 Single Point of Contact**

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

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**Section 4 - Instruction to Bidders**

**A. The Bidding Document**

**4.1 RFP**

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

**Definition**

Unless the context otherwise requires, the following terms whenever used in this contract will have the following meanings:

- 1) "NPCI" or "Client" means National Payments Corporation of India or its authorized representative.
- 2) "LC" shall mean LIAISONING CONSULTANT
- 3) "Architect" means the Architectural Consultants/Partners of Liaisoning Consultant who is entrusted with the architectural services of the Project by Liaisoning Consultant.
- 4) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- 5) "Liaisoning Services/Services" means the work to be performed by the Bidder pursuant to this contract.
- 6) "Site" means the property belonging to the NPCI on which the Services will need to be performed.
- 7) Liaisoning Consultant, Bidder is used to mean the same.
- 8) "BUA" means "Built up Area"- The Ground area covered immediately above the plinth level covered by the building but does not include the space covered by:
  - a) Garden, rockery, well and well structures, plant nursery, water pool, swimming pool (if uncovered), platform round a tree, tank, fountain, bench, chabutra with open top and unenclosed on sides by walls and the like;
  - b) Drainage culvert, conduit, catch-pit, gully-pit, chamber, gutter and the like;
  - c) Compound wall, gate, slide/ swing door, canopy, and areas covered by hajji or similar projections and staircases which are uncovered and open at least on three sides and open to sky.

**4.2 Cost of Bidding**

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

**4.3 Clarifications of Bidding Documents and Pre-Bid Meeting**

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

Bidders should submit the queries only in the format given below, in an excel sheet:

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

Replies to all the clarifications, modifications received through mail and email will be posted on NPCI's website. Any modification to the bidding documents which may become necessary shall be made by NPCI by issuing an Addendum.

**4.4 Amendment of Bidding Documents**

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.

2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be shared with bidders by email. 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.
3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its sole and absolute discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NPCI's website.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

## **B. Preparation of Bid**

### **4.5 Bid Price**

Prices would be exclusive of all taxes. The bidder shall meet the requirements of the applicable Goods & Services Tax (GST).

### **4.6 Earnest Money Deposit (EMD)**

The Bidder is required to deposit INR 1,00,000/- (Rupees One Lakh Only) in the form of a Demand Draft / Online transfer in favor of "National Payments Corporation of India" payable at Mumbai or Online transfer as per details mentioned herein under CHECKLIST.

No interest will be paid on the EMD.

### **4.7 Return of EMD**

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

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

### **4.8 Forfeiture of EMD**

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of acceptance of the Purchase Order. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

### **4.9 Period of Validity of Bids**

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

### **4.10 Extension of Period of Validity**

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

#### **4.11 Format of Bid**

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy) of the Technical Bid only. In case of any discrepancy between them, the original shall govern.

The commercial bid will be submitted as hard copy and soft copy with the Password Protected PDF Document along with the Bids. The password to be shared only after request from NPCI's designated authority.

#### **4.12 Signing of Bid**

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

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

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

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (**Annexure G**) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

### **C. Submission, Opening & Evaluation of Bid**

#### **4.13 Envelope bidding process**

The Bid shall be prepared in 2 different envelopes, Envelope 'A' and Envelope 'B'.

Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as **"RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for Construction of Innovation Office Building (IOB) in Hyderabad"**

The inner and outer envelopes shall be addressed to NPCI at the address mentioned in Section 1.

The inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the bids misplacement or premature opening.

#### **4.14 Contents of the 2 Envelopes**

##### **Envelope A - Technical Bid**

The following documents as per the sequence listed shall be inserted inside Envelope 'A':

- 1 Bid cost in the form of Demand draft/Online transfer - **Annexure A**
- 2 Bid Earnest Money in the form of Demand Draft/Online transfer - **Annexure A**
- 3 Bid Offer form (without price) - **Annexure B**
- 4 Bidder Information - **Annexure C**
- 5 Declaration of Clean Track Record by Bidder - **Annexure D**
- 6 Declaration of Acceptance of Terms and Conditions - **Annexure E**
- 7 Declaration of Acceptance of Scope of Work - **Annexure F**
- 8 Power of Attorney for signing of bid - **Annexure G**
- 9 Eligibility Criteria Compliance - **Annexure H**

10 Recent Projects (Ongoing and/or Completed) - **Annexure I**

11 Scope of Work - Compliance - **Annexure K**

12 Non-Disclosure Agreement - **Annexure N**

13 RFP document duly sealed and signed

14 All necessary supporting documents as per Annexures

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

**Envelope B - Commercial Bid (Indicative)**

1 Commercial Bid Form - **Annexure L**

2 Commercial Bid - **Annexure M**

**4.15 Bid Submission**

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.

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

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

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

**4.16 Bid Currency**

All prices shall be expressed in Indian Rupees only.

**4.17 Bid Language**

The bid shall be in English Language.

**4.18 Rejection of Bid**

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.

No bid shall be rejected at the time of bid opening including extensions, if any, except for late bids and those that do not conform to bidding terms.



#### **4.19 Deadline for Submission**

The last date of submission of bids is given in Section 1. However, the last date of submission may be amended by NPCI and shall be notified through email.

#### **4.20 Extension of Deadline for submission of Bid**

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

#### **4.21 Late Bid**

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

#### **4.22 Modifications and Withdrawal of Bids**

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

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

#### **4.23 Right to Reject, Accept/Cancel the bid**

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

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

#### **4.24 RFP Abandonment**

NPCI may at its discretion abandon the process of the selection of bidder at any time before notification of award.

#### **4.25 Bid Opening**

Bids will be opened in 2 stages:

Stage 1 - In the first stage the Eligibility bid & Technical Bid i.e., Envelope 'A' will be opened.

Opening of Eligibility and Technical Bids

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

Stage 2 - Sealed Commercial bids i.e., Envelope 'B' will be opened for technically qualified bidders through finalizing the prices through the Reverse Auction or the Price Discussion Committee (PDC) if so opted by NPCI management.

#### **4.26 Bid Evaluation Process**

The Bid Evaluation will be carried out in 2 stages:

**Stage 1 - Envelope 'A' i.e., Eligibility & Technical bid** will be evaluated. Only those Bidders who have submitted all the required forms, papers & comply with the RFP requirements and eligibility criteria

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for Construction of Innovation Office Building (IOB) in Hyderabad (Section 4) will be considered for further evaluation through Technical Scoring Matrix as tabulated below:

TECHNICAL SCORING MATRIX		
Sr. No.	Criterion	Marks Allotted
<b>A</b>	<b>RECENT PROJECTS EXECUTED (ONGOING/COMPLETED)</b>	<b>40</b>
A1	Overall projects executed in the capacity of LC (reference parameters: Name of the project, overall project cost, size in SFT, land area)	
A2	No. of Multi-storied Institutional Buildings/Commercial/IT/ITES/SEZ/Tech Parks project	
A3	Reference Site and contact details (reference parameters: letter from client for completed projects and/or ongoing projects, contact information) Alternatively self- certified letter mentioning the details of the project can also be furnished as per the format provided on bidder's letterhead and signed by an authorized signatory.	
<b>B</b>	<b>COMPANY STRENGTH</b>	<b>40</b>
B1	No. of Architects registered under Council of Architecture (permanent/contract), total years of experience, past projects handled, key positions held	
B2	No. of Structural Engineers registered with Local Municipal/Corporation	
B3	Qualification of the key resources	
<b>C</b>	<b>FINANCIAL CAPABILITY</b>	<b>20</b>
C1	a) Annual Turnover shall be > INR 2 Crores (MSMEs) & > INR 3 Crores (Non-MSMEs) as per the audited financials for the last 3 financial years  b) Positive Net worth & Profit after tax shall be considered as per the audited financials submitted for the last 3 financial years (Atleast no loss for the immediate financial year)	
<b>D</b>	<b>TOTAL (D = A + B + C)</b>	<b>100</b>

Bidders scoring a minimum of 70% marks in the Technical Scoring Matrix would be eligible for the Bidder evaluation. If there are any changes in the BOQ, bidders are expected to share the updated BOQ with commercials to IT procurement as per (Section 1) and BOQ without commercials to technical team within 3 days as per (Section 1), bidders who do not share the BOQ within 3 days will be disqualified.

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI may continue with the RFP process.

## Stage 2 - Reverse Auction

NPCI reserves the right to discover the lowest price through the Reverse Auction & may be further deliberated through PDC if so opted by NPCI management. If first Reverse Auction does not result successful, NPCI reserves the right to call technical qualified bidders for price discussion and declare the successful bidder through PDC instead of conducting 2<sup>nd</sup> Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or otherwise, shall be communicated to technically qualified bidders. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction shall be shared through email by our e-auction team.

#### **4.27 Selection of Bidder**

The bidder with lowest commercial bid identified through reverse auction process or PDC as the case maybe will be declared as the successful bidder and will be called L1 bidder for the required quantity. NPCI reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder. In case the 2nd lowest bidder is unable to match the L1 price, NPCI reserves the right to place order with the shortlisted L3 bidder and so on. All participants in reverse auction need to submit itemized rates to NPCI post reverse auction event.

#### **4.28 Contacting NPCI**

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact NPCI for seeking any clarification in any matter related to the bid, they 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 and/or its Bid.

#### **4.29 Single Bid**

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI may continue with the RFP process.

## **Section 5 - Terms and Conditions**

### **5.1 Notification of Award / Purchase Order**

After selection of the L1 bidder, as given in Clause 4.24, 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.

Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.

### **5.2 Term of the Order**

The term of the Notification of Award/Purchase Order shall be for a period of **24 Months** wherein the price of the deliverables as specified in the RFP would be at a fixed rate. No price escalations and variations shall be applicable till expiry of PO.

### **5.3 Acceptance Procedure**

- Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

### **5.4 Taxes and Duties**

- All taxes deductible at source, if any, shall be deducted at as per then prevailing rates at the time of release of payments.
- Prices shall be exclusive of all taxes.
- The bidder shall meet the requirements of applicable Goods & Services Tax (GST).

### **5.5 Delivery Schedule**

Delivery Schedule - 24 Months or till occupancy certificate is obtained, whichever is later.

### **5.6 Penalty for default in delivery**

If the successful bidder does not deliver the deliverables 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 as given below:

- Non Delivery of above at NPCI - at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%.
- In case the delay exceeds 30 days beyond the stipulated delivery period of RFP, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI.
- Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.

NPCI will treat the delay period by considering the date of all the documents given to LC as requested and the difference period for which the LC has kept the documents idle without submitting those documents to the authority concerned.

### **5.7 Price Escalation**

Price shall remain fixed for a period of 24 Months and till Occupancy Certificate from the date of Notification of award / 1<sup>st</sup> Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

## 5.8 Payment Terms

Payment shall be made on the completion of each activity as given in the table below considering the prices quoted for each activity in the Annexure M - Commercial Bid: PRICE FOR SCHEDULE OF ACTIVITIES.

Sr. No.	Schedule of Activities
1	Obtaining sanction, HMDA/GHMC/Authorities Concerned/Local authorities for Building plan/layout approval for initiating the construction activities - pre-construction approval.
2	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting Permission/Clearance from TSIIIC/HMDA/Authorities Concerned for construction of Cement Concrete road (CC Road) at east side of our premises (towards newly laid cycle track).
3	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting final building completion certificate/Occupancy Certificate from HMDA/GHMC/Authorities Concerned/Local authorities.
4	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination with concerned authorities/Individuals/private entities for purchase of TDR for obtaining approval for additional 2 floors (13+2 Upper floors) of BUA for the proposed project.
5	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting any Clearance/NOC/Extension required from HMWSSB for potable water connection & sewerage collection connection from the premises.
6	Coordination and obtaining permission from authority concerned for drilling of bore wells if required.
7	Coordination with Revenue department if required (like obtaining Market Value Certificate, Encumbrance Certificate, etc.,).
8	Peer review of Geotechnical Investigation reports, structural design basis reports, detailed designs, calculations, drawings, stability check, site visits, façade system etc., all complying with local statutory norms as well as applicable Indian Standard codes which are in vogue for building stability of 100 years.
9	Peer review of architectural Design basis reports, detailed designs, drawings, contours, feasibility check, Interior fit-outs, site visits, etc., all complying with local statutory norms as well as applicable National Building codes/Indian Standard Codes which are in vogue for building stability of 100 years.
10	Preparation & submission of tender drawings including structural, architectural, MEPF (Mechanical, Electrical, Plumbing, Firefighting & protection system), Interior Fit-outs, along with technical specifications, Bill of Quantities, BIM LOD 300/350, etc., all for the proposed Innovation Office Building.
17	Any other approvals but not limited to the above to obtain all end to end approvals for the whole project.

Payment shall be made within 30 days of submission of acceptance of invoice along with all necessary supporting for payment processing and the same shall be subject to tax deductions at prevailing rates.

## 5.9 Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure N hereof (Bidders should accept all the terms in the Articles mentioned in the NDA and duly fill the details required, sign it in INR 600 Stamp paper. The duly signed NDA should also be enclosed and submitted as part of the Bid).

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, bidder shall use all reasonable endeavors to assist NPCI in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Parties' obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

The terms of this clause shall continue in full force and effect for a period of five (2) years from the date of disclosure of such Confidential Information.

In the event of termination of this Agreement, upon written request of the NPCI, the bidder shall immediately return the Confidential Information of NPCI, or at the NPCI's option destroy any remaining Confidential Information and certify that such destruction has taken place.

#### **5.10 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 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 purchase order, 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, 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, etc.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.

#### **5.11 Bidder's Liability**

The selected Bidder will be liable for all the deliverables.

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

The Bidder's liability in case of claims against NPCI resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

#### **5.12 Obligations of the Bidder**

**Standard of Performance:** The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with third parties.

**Prohibition of Conflicting Activities:** The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under this RFP.

**Accounting, Inspection and Auditing:** The Bidder shall keep accurate and systematic account and record in respect of the services to be rendered, with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and periodically permit NPCI or its designated representative up to two years from the expiration or termination of the contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by NPCI.

**Reporting Obligations:** The Bidder shall submit to NPCI periodic reports and documents at the scheduled intervals and the final report shall be delivered in CD form in addition to hard copies.

### 5.13 Exit option and contract re-negotiation

- a) NPCI reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the “Order Cancellation” clause 8.16 herein under
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at NPCI’s locations.
- c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the bidders prior to expiry of time for awarding the final bid / the contract. The Bidder should perform a reverse transition mechanism to NPCI or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / vendor nominated by NPCI. Where NPCI elects to transfer the responsibility for service delivery to a number of vendors, NPCI will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- d) The reverse transition services to be provided by the Bidder shall include the following:
  - 1. The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating the Devices.
  - 2. Bidder shall provide adequate documentation thereof.
  - 3. The Bidder shall jointly manage the Devices with NPCI or designated team for a reasonable period of time
- e) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the Deliverables under this RFP/Purchase Order/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services.
- f) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- g) NPCI and the successful bidder shall together prepare the Reverse Transition Plan. However, NPCI shall have the sole decision to ascertain whether such Plan has been complied with.
- h) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/Purchase Order/contract it would extend all necessary support to NPCI or its selected vendors as would be required

### 5.14 Extension of Contract

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP or subsequent Purchase Order / Contract, as shall be entered by NPCI with the Bidder, to the satisfaction of and as decided by the NPCI up to a period of Two (2) years (completion period) reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to obtain all requisite statutory approvals from concerned authorities for operating the project without statutory hindrances hassle freely. NPCI has right to place repeat order to the bidder for any services mentioned in the Contract with the same rates as per 1<sup>st</sup> PO. The contract shall be co-terminus with the Purchase orders issued unless extended by NPCI.

### 5.15 Order Cancellation

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

- I. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- II. Serious discrepancy in the quality of service expected.

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

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

#### **5.16 Termination of Purchase Order/Contract**

For Convenience: NPCI, by written notice sent to Bidder, may terminate the Purchase Order/ contract in whole or in part at any time for its convenience giving three months' prior notice. The notice of termination may 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. NPCI shall consider request of the bidder for pro-rata payment till the date of termination.

For Insolvency: NPCI at any time may 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.

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).

#### **5.17 Effect of Termination**

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favorable terms than those contained in this RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to NPCI.
- NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies NPCI may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtains discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.
- Default of Contractor in compliance: In case of default on the part of the bidder in carrying out such order within mutually agreed time, NPCI shall be entitled to appoint and pay other bidder/persons (third party) to carry out the same works and all expenses consequent thereon or incidental thereto shall be at the bidder's cost and may be deducted by NPCI from any monies due to or which may become due to the bidder.



## 5.18 Force Majeure

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

- a) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- b) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- c) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein;  
Or
- d) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

If force majeure situation arises, the successful bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the successful shall continue to perform its obligations under contract as far as possible. If the event of Force Majeure continues for more than 30(Thirty) days, either party shall be entitled to terminate the contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

## 5.19 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 successful Bidder shall make every effort to resolve amicably by direct informal negotiation; any disagreement or dispute arising between them under or in connection with this RFP.

If, however, NPCI and successful Bidder are not able to resolve them, following dispute resolution mechanism shall be applied:

1. In case of Dispute or difference arising between NPCI and the successful Bidder relating to any matter arising out of or connected with this RFP, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the successful Bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the successful Bidder.
2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of Arbitrators shall be final and binding upon NPCI and Successful Bidder. The cost and expenses of Arbitration proceedings will be paid as determined by mutual chosen third Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

4. 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 mutual consent between the parties.
5. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

## **5.20 Compliance with Applicable Laws of India**

The Bidder confirms to NPCI that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

## **5.21 Legal Compliances**

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.

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. Bidder indemnifies and shall keep NPCI indemnified from any of such claims/ losses/ damages and demands by any of its personnel, if any, raised on NPCI.

## **5.22 Compliance of Labour and other Law**

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

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold

harmless, defend, protect and fully compensate NPCI and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NPCI will give notice of any such claim or demand of liability within reasonable time to the Bidder.

### **5.23 Intellectual Property Rights**

All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in this RFP including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in this RFP, this clause shall survive indefinitely, even after termination of this Purchase Order.

### **5.24 Statutory Compliance**

Bidder shall comply and ensure strict compliance by his employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify NPCI from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against NPCI under Employees' Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, etc. Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

Bidder shall ensure to keep and maintain all the statutory registers, records as required under provisions of contract of Labour (R&A) Act, 1970, Minimum Wages Act and the rules made thereunder, Employees Provident Fund Act, 1952 and keep the same available for inspection by NPCI and Government Authorities.

### **5.25 Applicable Law and Jurisdiction**

The Contract shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement 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.

### **5.26 No Damage of NPCI Property or any other Property**

Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the Contract. 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.

### **5.27 Fraudulent and Corrupt Practice**

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidder's (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the NPCI of the benefits of free and open competition.

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or a NPCI official in the process of project execution. NPCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project.

## 5.28 Governing Language

All correspondences and other documents pertaining to this RFP or subsequent documents shall be in English only.

## 5.29 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:	Bidder's address for notice purpose: (To be filled by Bidder)
Managing Director& CEO  <b>National Payments Corporation of India</b>  1001A, B wing 10th Floor,  'The Capital', Bandra-Kurla Complex,  Bandra (East), Mumbai - 400 051	

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad

**Section 9 - Documents forms to be put in Envelope 'A'**

**Annexure A - Bidder's Letter for Purchase of Bid Document & EMD**

To  
MD & CEO  
National Payments Corporation of India,  
1001A, B wing 10th Floor,  
'The Capital', Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051

**Subject: RFP # NPCI/2023-24/DC/025 dated 26.09.2023 for "RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for Construction of Innovation Office Building (IOB) in Hyderabad".**

We have enclosed a Demand Draft No./Online transfer UTR details \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). This is as required by **Sr. No. 1** of the Checklist of the above referred RFP towards purchase of Bid Document.

We have enclosed an EMD in the form of a Demand Draft No./Online transfer UTR details \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). This EMD is as required by clause 4.6 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
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**Annexure B - Bid Offer Form (without Price)**

(Bidder's Letter Head)

**OFFER LETTER**

Date:

To  
MD & CEO  
National Payments Corporation of India  
1001A, B wing 10th Floor,  
'The Capital', Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051

Dear Sir,

**Subject: RFP # NPCI/2023-24/DC/025 dated 26.09.2023 for "RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for Construction of Innovation Office Building (IOB) in Hyderabad".**

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
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As security (EMD) 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”.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
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**Annexure C - Bidder Information**

(Bidder's Letter Head)

Details of the Bidder		
1	Name of the Bidder	
2	Address of the Bidder	
3	Constitution of the Company (Public Ltd/ Pvt Ltd)	
4	Details of Incorporation of the Company.	Date: Ref#
5	Permanent Account Number (PAN)	
6	Goods & Services Tax (GST) Registration Numbers (Where GST is not applicable declaration to be provided)- GSTIN Number	
7	Proof of Formation of entity ( Certificate of Incorporation/Partnership Deed/Trust Deed/Cooperation Registration Certificate)	
8	Proof of Formation of entity ( Certificate of Incorporation/Partnership Deed/Trust Deed/Cooperation Registration Certificate)	
9	MSMED Certification Declaration of Non- Applicability	
10	List of Shareholders/Partners/Trustees/Proprietor/Owner of the business entity/In case of start-up, details of the venture capitalist, Angel Investor, Lenders must be provided	
11	List of Directors/Key Management Personnel	
12	Copy of PF ,PF and ESIC registration	
13	Copy of cancelled Cheque	
14	Bank Details (Certified by Bank)	
15	In case of change of name/merger /demerger etc. - Revised Certificate of Incorporation/Formation/High Court order(merger/de-merger) to be provided	
16	For Foreign/NRI Third Party- PE certificate and Tax Residency certificate is required	
17	Related Party Disclosure/Undertaking	
18	HSN Number	
19	City	



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Details of the Bidder				
20	State			
21	Pin Code / State Code			
22	Name & Designation of the contact person to whom all references shall be made regarding this tender			
23	Telephone No. (Cell # and Landline # with STD Code)			
24	E-Mail of the contact person:			
25	Fax No. (with STD Code)			
26	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
27	Year	2020-21	2021-22	2022-23
28	Net worth			
29	Turn Over			
30	PAT			

NOTE: Sr. No. 5 to Sr. No.18: Documents need to be attached wherever applicable.

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad  
**Annexure D - Declaration for Clean Track Record**

(Bidder's Letter Head)

To  
MD & CEO  
National Payments Corporation of India  
1001A, B wing 10th Floor,  
'The Capital', Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051

Sir,

I have carefully gone through the Terms & Conditions contained in the **RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for Construction of Innovation Office Building (IOB) in Hyderabad, RFP # NPCI/2023-24/DC/025 dated 26.09.2023**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad  
**Annexure E - Declaration for Acceptance of RFP Terms and Conditions**

(Bidder's Letter Head)

To  
MD & CEO  
National Payments Corporation of India  
1001A, B wing 10th Floor,  
'The Capital', Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the **RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for Construction of Innovation Office Building (IOB) in Hyderabad**", RFP # NPCI/2023-24/DC/025 dated 26.09.2023. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad  
**Annexure F - Declaration for Acceptance of Scope of Work**

(Bidder's Letter Head)

To  
MD & CEO  
National Payments Corporation of India  
1001A, B wing 10th Floor,  
'The Capital', Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051

Sir,

I have carefully gone through the Scope of Work contained in this **RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for Construction of Innovation Office Building (IOB) in Hyderabad**", **RFP # NPCI/2023-24/DC/025 dated 26.09.2023**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad  
**Annexure G - Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (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 **“RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for Construction of Innovation Office Building (IOB) in Hyderabad ”, RFP # NPCI/2023-24/DC/025 dated 26.09.2023.** in response to the RFP 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 \_\_\_\_\_ 2023.  
For \_\_\_\_\_.

**(Signature)**

(Name Designation and Address)

**Accepted**

**(Signature)**

(Name Designation)

Date:

Business Address:

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad  
**Annexure H - Eligibility Criteria Compliance**

**(Bidder's Letter Head)**

Sr. No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1	The Bidder should be a Company registered under The Companies Act, 1956/ The Companies Act 2013 (as applicable) or a Limited Liability Partnerships (LLP) registered under The Limited Liability Partnership Act, 2008/ Limited Liability Partnerships Act, 2012 (as applicable) or Proprietorship firm registered since the last three years.		Valid Certificate of Registration/ incorporation/ partnership deed etc. Pan card of company GST/ TIN details and copy of certificate.
2	The bidder should have registered with local Municipal Corporation(s) and/or his employee/associate should be registered as Architect/Structural Consultant with authorities concerned.		Certificate/License issued by local Municipal Corporation(s)/Certificate/License from local Architectural Councils
3	<p><b><u>For MSME:</u></b></p> <ul style="list-style-type: none"> <li>The bidder should have reported minimum annual turnover of 2 Crores and should have reported profits (profit after tax) as per audited financial statements in at least 2 out of last 3 financial years.</li> </ul> <p><b><u>For Non-MSME:</u></b></p> <ul style="list-style-type: none"> <li>The bidder should have reported minimum annual turnover of 3 Crores in each of the last 3 financial years and should have reported profits (profit after tax) as per audited financial statements in last 3 financial years.</li> </ul>		<p>Audited financial statements shall mean -</p> <ol style="list-style-type: none"> <li>1. Balance sheet</li> <li>2. Statement of Profit &amp; Loss</li> <li>3. Cash flow statement</li> <li>4. Note to Accounts</li> <li>5. Auditors' report</li> </ol> <p>In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered.</p>
4	The Bidders should have successfully completed two Liaisoning services in last 5 years as on date of submission of bid in obtaining building plan approval, occupancy certificate and other approvals associated with construction of Institutional Buildings/Commercial/IT/ITES/SEZ/Tech Parks project in and around Telangana/Andhra Pradesh & its local Municipal/Corporation bodies.		Work orders/ Purchase Orders/ Letter from Client for completed projects. Alternatively, self- certified letter mentioning the details of the project needs to be furnished as per the format provided on Bidder's letterhead and signed by an authorized signatory.
5	The Bidder should not be currently blacklisted by any Bank/institute in India or abroad		Self-Declaration as per Annexure D on company letter head

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad  
**Annexure I - Recent Projects (Ongoing and/or Completed)**

(Bidder's Letter Head)

Project Name	
Location: (Within India)	
Built Up area in SFT/ Floor plate/ No or floors/ Purpose	
Type of Project (IT Park/ ITES building/ Data Center etc.)	
Status of the Project - (Ongoing/ Completed)	
No of Professional Staff / Month : Duration of Assignment	
Start Date of the project (dd/mm/yy)	
End Date of the project if completed/ tentative date if ongoing	
Value of the Project in INR (Cr)	
Value of the LC services rendered in INR	
Name of Senior Staff from the Bidder (Project Director/Coordinator, Team Leader) involved and functions performed :	
Narrative Description of Project:	
Name of the Client	
Address of the Client	
Contact information of the client	
Name:	
Designation	
Email address	
Mobile Contact Details:	

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
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Note:

1. Attached separate sheet for each work if required. (If LC of multi-storied building for IT/ITES/Office any similar, other technical details to understand the size of the project under Narrative Description of the Project).
2. Client Reference is preferred and to be enclosed on the client letter head along with details of the project, name of Project Leader/ Manager managing the project and the scope of work carried out by the Bidder. Alternatively, self- certified letter mentioning the details of the project can also be furnished as per the format provided on bidder's letterhead and signed by an authorized signatory.
3. Work Order/ Purchase Order to be enclosed.

I hereby confirm that the above statement is correct to the best of my knowledge. Name, Designation and  
Signature/ Stamp:



RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad  
**Annexure K - Scope of Work - Compliance**

**(Bidder's Letter Head)**

Sr. No.	Schedule of Activities	Compliance YES/NO
1	Obtaining sanction, HMDA/GHMC/Authorities Concerned/Local authorities for Building plan/layout approval for initiating the construction activities - pre-construction approval.	
2	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting Permission/Clearance from TSIC/HMDA/Authorities Concerned for construction of Cement Concrete road (CC Road) at east side of our premises (towards newly laid cycle track).	
3	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting final building completion certificate/Occupancy Certificate from HMDA/GHMC/Authorities Concerned/Local authorities.	
4	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination with concerned authorities/Individuals/private entities for purchase of TDR for obtaining approval for additional 2 floors (13+2 Upper floors) of BUA for the proposed project.	
5	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting any Clearance/NOC/Extension required from HMWSSB for potable water connection & sewerage collection connection from the premises.	
6	Coordination and obtaining permission from authority concerned for drilling of bore wells if required.	
7	Coordination with Revenue department if required (like obtaining Market Value Certificate, Encumbrance Certificate, etc.,).	
8	Peer review of Geotechnical Investigation reports, structural design basis reports, detailed designs, calculations, drawings, stability check, site visits, façade system etc., all complying with local statutory norms as well as applicable Indian Standard codes which are in vogue for building stability of 100 years.	
9	Peer review of architectural Design basis reports, detailed designs, drawings, contours, feasibility check, Interior fit-outs, site visits, etc., all complying with local statutory norms as well as applicable National Building codes/Indian Standard Codes which are in vogue for building stability of 100 years.	
10	Preparation & submission of tender drawings including structural, architectural, MEPF (Mechanical, Electrical, Plumbing, Firefighting & protection system), Interior Fit-outs, along with technical specifications, Bill of Quantities, BIM LOD 300/350, etc., all for the proposed Innovation Office Building.	
11	Any other approvals but not limited to the above to obtain all end to end approvals for the whole project.	

All required hard copies of drawings & documents for statutory approval application submission will be in scope of LC. NPCI will not arrange for any hard copies.

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad  
**Section 10 - Documents to be put in Envelope 'B'**

**Annexure L - Commercial Bid Form**

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope)

To  
MD & CEO  
National Payments Corporation of India,  
1001A, B wing 10th Floor,  
'The Capital', Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051

Dear Sirs,

**Subject: RFP Reference No: NPCI/2023-24/DC/025 dated 26.09.2023 for "RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for Construction of Innovation Office Building (IOB) in Hyderabad."**

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

We undertake, if our Bid is accepted, to provide \_\_\_\_\_ for the above purpose within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this..... Day of.....2023

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure M - Commercial Bid**

**RFP# NPCI/2023-24/DC/025 dated 26.09.2023**

**RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad.**

(Bidder's Letter Head)

- 1) The schedule of quantities is to be read for pricing in conjunction with the instructions to tenderer, terms & conditions of contract, terms of reference and scope of work.
- 2) The price quoted in the schedule of quantities shall be the all-inclusive value of the work described including all costs and expenses which may be required in and for the work described together with all general risk, liabilities and obligation set forth or implied in the documents on which the tender is to be based.
- 3) The quantities stated are to be considered approximately only and the unit prices entered in the scheduled of quantities shall apply only to the actual quantities measured in the completed work in accordance with specification.
- 4) The LC shall fill rates in the schedule of Quantities and Rates in both figures and words and shall also workout the amount for the quantities against the items in the schedule.
- 5) The prices quoted shall include all taxes, duties, manpower/management cost, travelling cost, Incidental charges, overheads, documentation charges, etc. except GST which shall be additional and paid at prevailing rate. Statutory charges will be paid by NPCI on receiving the demand note from concerned officials, should not be included in the proposal.

**BOQ - Bill of Quantities**

Sr. No.	Schedule of Activities	UOM	Qty.	Rate	Amount
1	Obtaining sanction, HMDA/GHMC/Authorities Concerned/Local authorities for Building plan/layout approval for initiating the construction activities - pre-construction approval.	Job	1.00		₹ -
2	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting Permission/Clearance from TSIC/HMDA/Authorities Concerned for construction of Cement Concrete road (CC Road) at east side of our premises (towards newly laid cycle track).	Job	1.00		₹ -
3	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting final building completion certificate/Occupancy Certificate from HMDA/GHMC/Authorities Concerned/Local authorities.	Job	1.00		₹ -
4	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination with concerned authorities/Individuals/private entities for purchase of TDR for obtaining approval for additional 2 floors (13+2 Upper floors) of BUA for the proposed project.	Job	1.00		₹ -
5	Preparation & Submission of requisite drawings/documents/application/letter/presentation and Coordination and getting any Clearance/NOC/Extension required from HMWSSB for potable water connection & sewerage collection connection from the premises.	Job	1.00		₹ -
6	Coordination and obtaining permission from authority concerned for drilling of bore wells if required.	Job	1.00		₹ -
7	Coordination with Revenue department if required (like obtaining Market Value Certificate, Encumbrance Certificate, etc.,).	Job	1.00		₹ -

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad

Sr. No.	Schedule of Activities	UOM	Qty.	Rate	Amount
8	Peer review of Geotechnical Investigation reports, structural design basis reports, detailed designs, calculations, drawings, stability check, site visits, façade system etc., all complying with local statutory norms as well as applicable Indian Standard codes which are in vogue for building stability of 100 years.	Job	1.00		₹ -
9	Peer review of architectural Design basis reports, detailed designs, drawings, contours, feasibility check, Interior fit-outs, site visits, etc., all complying with local statutory norms as well as applicable National Building codes/Indian Standard Codes which are in vogue for building stability of 100 years.	Job	1.00		₹ -
10	Preparation & submission of tender drawings including structural, architectural, MEPF (Mechanical, Electrical, Plumbing, Firefighting & protection system), Interior Fit-outs, along with technical specifications, Bill of Quantities, BIM LOD 300/350, etc., all for the proposed Innovation Office Building.	Job	1.00		₹ -
11	<b>Additional Items, if any applicable.</b>	Job	1.00		₹ -
	<b>Grand Total</b>				₹ -

- Delivery Location: (as per **Section 1** of the RFP)
- The bidder shall meet the requirements of Goods & Services Tax (GST)

(Amount in Rs)

**All prices are exclusive of taxes.**

Dated this..... Day of.....2023

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

RFP for Selection of Liaisoning Consultant to acquire various End to End Statutory Permissions for  
Construction of Innovation Office Building (IOB) in Hyderabad  
**Annexure N - Non-Disclosure Agreement**

(On INR 600/- value stamp paper)

**NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered on this ----- day of -----, 2023 (“**Effective Date**”) between

**NATIONAL PAYMENTS CORPORATION OF INDIA**, a company incorporated in India under Section 25 of the Companies Act, 1956 (Section 8 of the Companies Act, 2013) 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 “**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 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: DISPUTE RESOLUTION**

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 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 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 of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of five (2) years after the termination 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 infringe Patent, Copyrights or otherwise discuss or make reference to such other 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 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.

<b>NATIONAL PAYMENTS CORPORATION OF INDIA</b>	<b>TYPE COMPANY NAME</b>
By: Name:	By: Name:
Designation:	Designation: