



भारतीय राष्ट्रीय भुगतान निगम  
NATIONAL PAYMENTS CORPORATION OF INDIA

## Request for quote for supplying Security Personnels at NPCI PAN India Offices

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RFQ Reference No: NPCI/RFQ-2023-24/198

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

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## **Disclaimer**

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

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

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

## **Checklist**

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

1. Eligibility Criteria, Technical Criteria and Commercial Bids are prepared in accordance with the RFQ document.
2. Envelope A Eligibility Criteria Response.
3. Envelope B Technical Criteria Response.
4. Envelope C Commercial Bid.
5. All the pages of Eligibility Criteria Response, Technical Criteria Response and Commercial Bid are duly sealed and signed by the authorized signatory.
6. RFQ document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope A.
7. Prices are quoted in Indian Rupees (INR).
8. All relevant certifications, etc., are enclosed to support claims made in the Bid in relevant Envelopes.
9. All the pages of documents submitted as part of Bid are duly stamped and signed by the authorized signatory.

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## **Abbreviations and Acronyms**

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

NPCI National Payments Corporation of India

RFQ Request for Quote

SLA Service Level Agreement

SOW Scope of Work

**Section 1 - Bid Schedule and Address**

Sr. No.	Description	
1	Name of Project	Request for quote for supplying Security Personnels at NPCI PAN India Offices
2	Tender Reference Number	NPCI/RFQ-2023-24/198
3	Date of release of RFQ	27 <sup>th</sup> March 2024
4	Last date of receiving pre-bid clarifications in writing from vendors	3 <sup>rd</sup> April 2024 (Please note that any pre-bid queries beyond the date mentioned will not be considered)
5	Date and Time for Pre-bid Meeting	5 <sup>th</sup> April 2024, 3 PM <a href="#">Join the meeting now</a>
6	Last date and time for Bid Submission	10 <sup>th</sup> April 2024
7	Details of Bid Submission and opening of Bids	Hard copies of the Bid to be submitted to the Address marked in Sr. No.10.
8	Date and Time of Eligibility & Technical bid Opening	15 <sup>th</sup> April 2024, 3 PM <b>(will be shared with bidders who've submitted the bids)</b>
9	Date and Time of Commercial Bid Opening	Bidder who clears the Eligibility and Technical Criteria would be informed.
10	Name and Address for communication for Bid Submission.	Chief – HR & Admin, National Payments Corporation of India, Unit no. 202, 2nd floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai 400063
11	Bid Related Queries	Wasim Lodhi Contact: +91 8879760233 Email ID – <a href="mailto:wasim.lodhi@npci.org.in">wasim.lodhi@npci.org.in</a> Lead – Administration  Vijay Bandarkar Contact:8879754976 Email ID: <a href="mailto:vijay.bandarkar@npci.org.in">vijay.bandarkar@npci.org.in</a> Lead – Administration  Subodh Vishwasrao Contact: +91 8291141298 Email ID: <a href="mailto:Subodh.vishwasrao@npci.org.in">Subodh.vishwasrao@npci.org.in</a> In-charge – Corporate Administration & REI

## **Section 2 - Introduction**

### **2.1 About NPCI**

National Payments Corporation of India (NPCI), an umbrella organisation for operating retail payments and settlement systems in India, is an initiative of Reserve Bank of India (RBI) and Indian Banks' Association (IBA) under the provisions of the Payment and Settlement Systems Act, 2007, for creating a robust Payment & Settlement Infrastructure in India.

Considering the utility nature of the objects of NPCI, it has been incorporated as a "Not for Profit" Company under the provisions of Section 25 of Companies Act 1956 (now Section 8 of Companies Act 2013), with an intention to provide infrastructure to the entire Banking system in India for physical as well as electronic payment and settlement systems. The Company is focused on bringing innovations in the retail payment systems through the use of technology for achieving greater efficiency in operations and widening the reach of payment systems.

The ten core promoter banks are State Bank of India, Punjab National Bank, Canara Bank, Bank of Baroda, Union Bank of India, Bank of India, ICICI Bank Limited, HDFC Bank Limited, Citibank N. A. and HSBC. In 2016 the shareholding was broad-based to 56 member banks to include more banks representing all sectors. In 2020, new entities regulated by RBI were inducted, consisting of Payment Service Operators, payment banks, Small Finance Banks, etc. The shares were allotted pursuant to issuance of equity shares on private placement basis in compliance to the applicable provisions of the Companies Act, 2013.

### **2.2 Objective of this RFQ:**

National Payments Corporation of India (NPCI) proposes to hire manpower for security services from a reputed Security Agency for a period of three years to provide security services at its PAN India offices. The scope of work under Security Agency is appended under Annexure K attached with this document. The prospective bidders should have adequate experience as sought in the RFQ to undertake the above-mentioned activities.

### **2.3 Cost of the RFQ**

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 RFQ. The Bid shall be deemed to have been submitted after careful study and examination of this RFQ document. The Bid should be precise, complete and in the prescribed format as per the requirement

of this RFQ document. Failure to furnish all information or submission of a bid not responsive to this RFQ will be at the Bidders risk and may result in rejection of the bid. Also, the grounds for rejection of Bid should not be questioned after the final declaration of the successful Bidder.

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

## **2.5 Ownership of this RFQ**

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

## **Section 3 – Scope of Work**

### **3.1 Scope of work**

The scope of work is appended in this document as an Annexure K. Bidder is requested to go through the scope of work and completely understand the work requirement. NPCI reserves the right to place the order to the successful Bidder based on the scope of work and can amend the scope of work based on its requirement anytime in the future.

### **3.2 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 RFQ.

### **3.3 Bank Details**

Electronic transfer to designated NPCI bank account as per the details provided below:  
NPCI BANK DETAILS FOR RTGS / NEFT

- Account Name: National Payments Corporation of India
- Bank Name : ICICI Bank
- Account No. : 039305002962
- IFSC Code : ICIC0000393
- Branch : Fort, Mumbai

## **Section 4 - Eligibility Criteria**

### **4.1 Pre-requisites**

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described herein. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The Bid must be

complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

**4.2 Eligibility Criteria**

The invitation to bid is open to selected Bidders who qualify the Eligibility Criteria. The Bidders should comply with all the Eligibility Criteria parameters defined. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

**Section 5 - Instruction to Bidders**

**A. The Bidding Document**

**5.1 RFQ**

RFQ shall mean Request for Quote. Bid, Tender and RFQ 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.

**5.2 Cost of Bidding**

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

**5.3 Content of Bidding Document**

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

**5.4 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:

Sr. No.	Document Reference	Page No	Clause No	Description in RFQ	Clarification Sought	Addition al Remarks (if any)

Replies to all the clarifications, modifications received through mail and email will be intimated to all selected bidders through email. Any modification to the bidding documents which may become necessary shall be made by NPCI by issuing an Addendum.



## **5.5 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 Corrigendum to the Bidding Documents, which will be provided on email to the all the bidders. Corrigendum will be binding on Bidders. It will be assumed that the amendments contained in such Corrigendum had been considered by the Bidder in its bid.
3. To afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be informed on email to all the bidders.
4. From the date of issue, the Corrigendum to the tender shall be deemed to form an integral part of the RFQ.

## **B. Preparation of Bid**

### **5.6 Bid Price**

Prices would be exclusive of all taxes.

### **5.7 Period of Validity of Bids**

Bids shall remain valid for a period of 90 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NPCI holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

### **5.8 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.

### **5.9 Format of Bid**

The bidder shall prepare and submit original hard copy only.

### **5.10 Signing of Bid**

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

All pages of the bid shall be initialled 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 initialled 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 F) or a Board

Resolution duly certified by the Company Secretary, which should accompany the Bid.

## **C. Submission of Bid**

### **5.11 Envelope bidding process**

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

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as “Request for quote for supplying Security Personnels at NPCI PAN India Offices”.

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 bid’s misplacement or premature opening.

### **5.12 Contents of the 3 Envelopes**

The following documents as per the sequence listed shall be inserted inside.

Envelope A: Eligibility Criteria

1. Bid Offer form (without price) – Annexure A
2. Bidder Information – Annexure B
3. Declaration of Clean Track Record – Annexure C
4. Declaration of Acceptance of Terms and Conditions – Annexure D
5. Declaration of Acceptance of Scope of Work – Annexure E
6. Power of Attorney for signing of bid – Annexure F
7. Eligibility Criteria Matrix – Annexure G along with supporting documentary proof for each criterion as stipulated.
8. Three years audited Balance Sheet and Profit and Loss Statements.
9. RFQ documents duly sealed and signed by the authorized signatory on each page.

Envelope B: Technical Criteria

1. Three years audited Balance Sheet and Profit and Loss Statements.
2. Declaration of Client References
3. Declaration of Manpower Headcount
4. Declaration of PAN India Presence
5. Declaration of Security Training
6. PowerPoint Presentation on Value Addition being offered.

Envelope C: Commercial Bid (indicative)

- 1 Commercial Bid Form – Annexure I
- 2 Commercial Bid – Annexure J

## Envelope A - Eligibility Bid

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

Sr No	Description	Proof to be attached
1	Registered company under The Companies Act, 1956 or 2013 or Partnership firm/ LLP or Proprietary firm having their office in India in existence for a minimum of 5(five) years	Hard Copy for any of the below mentioned proof should be submitted in terms of valid certificate of registration /Incorporation/ commencement/ MOA& AOA/ S&E/partnership deed, etc.  Authorised signatories Signed and stamped hard copies should be provided.
2	The bidder should be in the business of Security Agency	Documentary Proof should be submitted.  Authorised signatories Signed and stamped hard copies should be provided.
3	The bidder should have minimum annual turnover of <b>Rs 200 Crores (Two Hundred Crores) for any of the</b> last three financial years 2018-19, 2019-20,2020-21,2021-22 & 2022-23 and should have reported profits (profit after tax) as per audited financial statements in last 3 financial years. Annual Turnover will be considered for main bidder firm and not for the Group Company or Subsidiary Company.	1) 3 years Audited Balance Sheet. 2) 3 years' independent Auditors report.  In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered. Authorised signatories Signed and stamped hard copies should be provided.
4	Complete RFQ document signed by authorized signatory	Authorised signatories Signed and stamped hard copies should be provided.
5	Bid Offer Form without Price	Annexure – A  Authorised signatories Signed and stamped hard copies should be provided.
6	Bidders Information	Annexure - B  Authorised signatories Signed and stamped hard copies should be provided.
7	Clean Track record: -The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in India or abroad and should have been fined as penalty for non-compliance of the services provided in any of the last 3 financial years.	Annexure - C  Authorised signatories Signed and stamped hard copies should be provided.

8	Acceptance of RFQ terms and condition	Annexure - D  Authorised signatories Signed and stamped hard copies should be provided.
9	Acceptance of RFQ SOW	Annexure - E  Authorised signatories Signed and stamped hard copies should be provided.
10	Power of attorney / Board resolution	Annexure -F  Authorised signatories Signed and stamped hard copies should be provided.
11	Bid Earnest Money Deposit in the form of Bank Guarantee/ Funds Transfer (EFT).	Annexure G-1 – EMD, BG/ EFT (please refer Section 3 for NPCI Bank Details) OR Annexure G-2 Bank Guarantee Format Authorised signatories Signed and stamped hard copies should be provided.
12	Non-Disclosure Agreement (Rs 600/- stamp paper or franking)	Annexure – K – Authorised signatories Signed and stamped hard copies should be provided.

### Envelope B - Technical Criteria Bid

The following documents shall be inserted inside Envelope B

Sr. No.	Technical Criteria	Supporting Documents	Grading Criteria (Select the appropriate option)
1	Bidders Turnover	Last 03 years audited balance sheet with CA certificate for last three years in profit.	<ol style="list-style-type: none"> <li>1. Turnover was more than Rs.200 crores in the last 3 financial years.</li> <li>2. Turnover more than Rs.150 -Rs. 200 crores in last 3 financial years.</li> </ol>
2	Client List	Client reference on the company letter Head detailing the details of the services availed.	<ol style="list-style-type: none"> <li>1. No. of data centers / critical infrastructures managed (Mandatory)</li> <li>2. No. of Financial Institutions, Government/Semi Government Institutions managed.</li> <li>3. No. of Industrial Houses.</li> </ol>

3	Manpower Headcount	Total Number of Resources at PAN India at Client Site with all the different levels.	1. Manpower Headcount above 1000 Nos. 2. Manpower Headcount 500 - 700 Nos. 3. Less than 500 manpower head count.
4	PAN INDIA Presence	No. of Offices with Address and GST certificate.	1. Presence in more than 04 Metro Cities. 2. Presence in 03 Metro Cities. 3. Less than 03 Metro Cities.
5	Security Training	Self-Declaration with complete details	1. No. of Training Institutes location wise and with trainer profiles. 2. In-House trainers' availability 3. Any government recognised certifications/accreditation.
6	Technical Presentation – Value Addition (Apart from mentioned SOW)	Technical Presentation – Value Addition (Apart from mentioned SOW)	Capabilities of the bidder with respect to the Security services.

### Envelope C - Commercial Bid (indicative)

- 1 Commercial Bid Form – Annexure I
- 2 Commercial Bid – Annexure J

### 5.13 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.

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 RFQ, are liable for rejection.

### 5.14 Bid Currency

All prices shall be expressed in Indian Rupees only.

### 5.15 Bid Language

The bid shall be in English Language.

### 5.16 Rejection of Bid

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

- a) Is received after expiry of the due date and time stipulated for Bid submission.

- b) Is incorrect.
- c) Is Conditional.
- d) Tampered
- e) 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, except for late bids and those that do not conform to bidding terms.

#### **5.17 Deadline for Submission**

The last date of submission of bids is given in Section 1, unless amended by NPCI and informed to all selected bidders.

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

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

#### **5.19 Late Bid**

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

#### **5.20 Modifications and Withdrawal of Bids**

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

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

#### **5.21 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 has the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

#### **5.22 RFQ Abandonment**

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

#### **5.23 Bid Evaluation Process**

The Bid Evaluation will be carried out in 2 stages:

**Stage 1** – Envelope A & B i.e. Eligibility & Technical Criteria will be evaluated. Only those Bidders who have submitted all the required forms and documents and comply with the eligibility criteria will be considered for further evaluation.

**Stage 2** – Envelope C i.e. Commercial bids of the shortlisted Bidders who qualify after Eligibility & Technical Evaluation only will be opened. NPCI reserves rights to conduct Electronic Reverse Auction, and further reserves right to explore further price reduction if deem necessary.

## **5.24 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 or its Bid.

## Section 6 – Bid Opening

### **6.1 The Bidding Document**

#### **6.1.1 RFQ**

RFQ shall mean Request for Quote. Bid, tender and RFQ are used interchangeably to mean the same. Similarly, PO and WO are used interchangeably 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 bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

#### **6.1.2 Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, amend the Bidding Documents. Amendments will be provided in the form of addendum (corrigendum) to the bidding documents, which will be shared with bidders by email. Addendum will be binding on bidders. It will be assumed that the amendments contained in such addendum had been taken into account by the bidder in its bid. 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 intimated to the bidders by email.

From the date of issue of the addendum, the addendum to the RFQ shall be deemed to form an integral part of the RFQ.

### **6.2 Preparation of Bid**

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

The bidder is required to deposit Rs. 10,00,000 (Rupees Ten Lacs) in any one of the following modes:  
i. through electronic transfer to designated NPCI bank account as per details provided in the Section 3 or  
ii. in the form of a demand draft / pay order in of "National Payments Corporation of India" payable at Mumbai or

- iii. In the form of Bank Guarantee (as per the format provided in Annexure G2) issued by a scheduled commercial bank and valid for 3 (three) months.
- iv. Final selected vendor should extend timelines of submitted BG/ EMD till on ground deployment date. If EMD is submitted thru RTGS/NEFT, amount will be returned to selected vendor at the time of on ground deployment date.

No interest will be paid on the EMD by NPCI.

### **6.2.2 Forfeiture of EMD,**

The EMD made by the bidder will be forfeited if:

1. Bidder withdraws its bid before opening of the bids or after opening of the bids but before notification of award or after notification of award.
2. Bidder alters its bid during the bid validity period without NPCI's request for change in technical specification.
3. Bidder submits any false information in support of its eligibility criteria, technical evaluation criteria or tampers with the RFQ documents.
4. Selected bidder fails to submit the PBG within stipulated period from the date of acceptance of the WO/PO. In such instance, NPCI, at its discretion, may cancel the WO/PO placed on the selected bidder without giving any notice.
5. If the EMD is forfeited as stated above, the bidder will stand ineligible for further consideration for this RFQ.

### **6.2.3 Period of Validity of Bids**

Bids shall remain valid for a period of 90 days after the date of bid opening as mentioned in Section 2 BID SCHEDULE AND EMAIL ID /ADDRESS FOR SUBMISSION of this RFQ or as may be extended from time to time. NPCI reserves the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

### **6.2.4 Extension of Period of Validity of Bids before expiry**

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may its own discretion extend the bid validity period. The EMD provided shall also be suitably extended by the bidders.

## **Section 7 - Bid Evaluation**

### **7.1 Preliminary Examination of Eligibility Bids**

NPCI will examine the bids to determine whether they are complete; whether required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether bids are generally in order.

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

NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a



material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

NPCI may interact with the Customer references submitted by Bidder, if required. To assist in the examination, evaluation and comparison of bids NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

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

NPCI reserves the right to shortlist bidders based on eligibility & Technical evaluation criteria.

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

Commercial bids (indicative) of only the eligibility and technically qualified bidders will be opened to arrive at the start price for the reverse auction. NPCI has the right to fix the start price for reverse auction assessed through independent enquiries / sources also.

The L1 bidder will be identified by way of electronic reverse auction. NPCI reserve the right to make last minute changes in commercial process by informing all the bidders.

### **7.4 Successful Evaluated bidder:**

The bidder with lowest commercial bid identified through electronic reverse auction process will be declared as the successful bidder and will be called L1 bidder.

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

## **Section 8 - Terms and Conditions**

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

After selection of the L1 bidder, as given in Clause 7.4, 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 Bidders.

### **8.2 Term of the Order**

The term of the Notification of Award/Purchase Order shall be for a period of three years.

### **8.3 Acceptance Procedure**

- Within 3 days of receipt of Notification of Award/Purchase Order/ LOI 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.

- Upon the successful Bidder accepting the Purchase Order and signing the contract, if required, and NDA, NPCI will promptly notify each unsuccessful Bidder.
- Post Reverse Auction Detailed cost location-wise break-up is required.

#### 8.4 Taxes and Duties

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

Prices shall be exclusive of all taxes, duties, charges and levies of State or Central Governments as applicable. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to NPCI.

#### 8.5 Terms of mobilization and handover of site:

The bidders are aware that the sites at Mumbai (Goregaon and BKC), Chennai & Hyderabad are currently managed by existing Security Agency Company.

The successful bidder shall be provided 3 weeks for mobilization of manpower on the site as per the requirement mentioned in the bid document. Also, additional 1 week shall be provided to the successful bidder for handover from the existing Security Agency Company. The address of the locations PAN India is mentioned below:

MUMBAI	HYDERABAD	CHENNAI
National Payments Corporation of India 1001A, B wing, 10th Floor, The Capital, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051  National Payments Corporation of India, UnitNo.001, 002,101,102,201,202, 301 & 302, Ground, 1st, 2nd, 3rd Floor, Raheja Titanium, Western Express High Way, Ram Nagar, Goregaon,Mumbai-400 063.	National Payments Corporation of India Survey no. 205/1 (P) & 205/5 (P), Narsingi Village, Gandipet Mandal, Rangareddy District, Hyderabad – 500075 Telangana	National Payments Corporation of India Plot No – 6/D-6, SIPCOT IT Park, Siruseri, Thiruporur Taluk, Kanchipuram district, Chennai – 603103, Tamilnadu.

NPCI reserves the right to either extend the services to any number of new/ existing sites/locations or can reduce the number of sites either fully or partially where the successful bidder has deployed services after giving notice of one month to the successful bidder.

#### 8.6 Penalty for default in delivery

Penalty shall be imposed in case of non-compliance or default in delivery as per the Scope of Work and Service Level Agreement defined under Annexure K

#### 8.7 Prices

There shall be no increase in price for any reason whatsoever during the period of Three (3) year from the date of acceptance of the Order. However, if there is any revision of minimum wages under statutory

provisions or any amendments or revisions as notified by central government with regards to taxes, levies, cess, rates of PF, ESI, PT etc., amount payable to the successful bidder for manpower hired by NPCI may be revised if the copy of the notice prescribing the increase in wage or taxes etc. is submitted to NPCI.

### **8.8 Payment Terms**

Payment will be made on monthly basis within 30 days of receipt of correct original Invoices along with all necessary supporting documents as required by NPCI.

### **8.9 Confidentiality**

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate p on the lines of the draft provided in the Annexure L hereof.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the defaulting party shall use all reasonable endeavours to assist the supplying party 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 three (3) years from the date of disclosure of such Confidential Information.

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

### **8.10 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.

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 defence and control of any such claim.

### **8.11 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 always 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 the contract.

#### **8.12 Accounting, Inspection and Auditing:**

The Bidder shall

(i) 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

(ii) 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.

#### **8.13 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.

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 the site.

c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties prior to expiry of 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.

#### **8.14 Extension of Contract and Repeat orders:**

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this Contract, to the satisfaction of and as decided by the NPCI up to a period of three (3) 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 execute the work at least for next 6 month's period on the same rates and terms & conditions of the Contract. NPCI has right to alter (increase or decrease) the number of resources. NPCI has right to place repeat order to the bidder for any resources, mentioned in the Contract. The contract shall be co-terminus with the Purchase orders issued unless extended by NPCI.

#### **8.15 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 wilful 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.

#### **8.16 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.

Delay in mobilization of manpower beyond the specified period as set out in the RFQ, or  
Serious discrepancy in the quality of service expected during the term of the contract.

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.

#### **8.17 Termination of Contract**

For Convenience: Either Party may terminate the contract in whole or in part at any time for its convenience by giving a prior written notice of three months to the other Party. The notice of termination may specify that the termination is for convenience, the extent to which the Party'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).

#### **8.18 Effect of Termination:**

The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favourable terms than those contained in this RFQ. 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 a party 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 do peaceful handover of the legal possession of all the assets provided and obtain discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

### **8.19 Force Majeure**

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or e) 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.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the SOW, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of 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.

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.

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.

### **8.20 Resolution of Disputes**

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

the exclusive jurisdiction of courts at Mumbai.

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

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

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

### **8.21 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 Contract, 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 Services 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 services, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NPCI and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NPCI will give notice of any such claim or demand of liability within reasonable time to the Bidder.

### **8.22 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.

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

### **8.24 Applicable Law and Jurisdiction**

**Applicable Law:** The Agreement 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.

### **8.25 Solicitation of Employees**

Both the Parties should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties should agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge to directly or indirectly solicit of this contract for employing the key personnel working on the services contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate



discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

### **8.26 Replacement of Resource(s)**

NPCI shall consider at its sole judgment that the Resource(s) provided by Bidder as unsuitable for the job for whatsoever reason, NPCI shall have the option either (1) to terminate the Purchase Order in part or as a whole or (2) to request Bidder for prompt replacement within 15 days at its cost.

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

### **8.27 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 contract 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 Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

### **8.28 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.

### **8.29 Facilities provided by NPCI:**

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

In the event the resources are required to work from another location as per the requirements of NPCI, necessary travel and other costs, as mutually agreed, would be paid by NPCI.

### **8.30 No Damage of NPCI 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.

### 8.31 Governing Law

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

### 8.32 Fraudulent and Corrupt Practice

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of providing services. 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 while in service.

### 8.33 Governing Language

All correspondences and other documents pertaining to this Agreement shall be in English only.

### 8.34 Addresses for Notices

Following shall be address of NPCI and Bidder

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

## Section 9 – Documents

**forms to be put in Envelope A**

**Annexure A - Bid Offer Form (without Price)**

(Bidder's Letter Head)

**OFFER LETTER**

Date:

To

CHIEF HR & ADMIN  
National Payments Corporation of India  
1001A, B wing 10th Floor,  
"The Capital", Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051

Dear Sir,

**Subject: NPCI/RFQ-2023-24/198 dated 8th March 2024 for "Request for quote for supplying Security Personnels at NPCI PAN India Offices".**

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

<b>Addendum No. / Corrigendum No.</b>	<b>Dated</b>

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 RFQ.
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 RFQ 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 RFQ 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.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

**Annexure B - Bidder Information**

<b>Details of the Bidder</b>				
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	Valid Sales tax registration no.			
6	Valid Service tax registration no.			
7	Permanent Account Number (PAN)			
8	Goods and Services Tax (GST) Registration Numbers			
9	City			
10	State			
11	Pin Code / State Code			
12	GSTIN Number			
13	HSN Number			
14	Name and Designation of the contact person to whom all references shall be made regarding this RFQ			
15	Telephone No. (Cell # and Landline # with STD Code)			
16	E-Mail of the contact person			
17	Fax No. (with STD Code)			
18	Website			
<b>Financial Details (as per audited Balance Sheets) (in Cr)</b>				
19	Year	2020-2021	2021-2022	2022-2023
20	Net worth			
21	Turn Over			
22	PAT			

## Annexure C: Declaration for Clean Track Record

To

CHIEF HR & ADMIN

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 RFQ document for selection of vendor for **NPCI/RFQ-2023-24/198 dated 8th March 2024** Request for quote for supplying Security Personnels at NPCI PAN India Offices.

I hereby declare that my company has not been debarred/blacklisted 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.

I hereby declare that my company has not been fined or penalised by any client in the last 3 years for non-compliance or performance for the services provided.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation Seal

Date:

Business Address:

## **Annexure D - Declaration for Acceptance of RFQ Terms and Conditions**

**To**

The CHIEF HR & ADMIN  
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 RFQ document for selection of vendor for **NPCI/RFQ-2023-24/198 dated 8th March 2024**- Request for quote for supplying Security Personnels at NPCI PAN India Offices.

I declare that all the provisions of this RFQ/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:

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

To

The CHIEF HR & ADMIN  
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 the RFQ document for selection of vendor for **RFQ No. NPCI/RFQ-2023-24/198 dated 8th March 2024**- Request for quote for supplying Security Personnels at NPCI PAN India Offices.

I declare that all the provisions of this RFQ / 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:



**Annexure F - 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 **RFQ No. NPCI/RFQ-2023-24/198 dated 8th March 2024-** Request for quote for supplying Security Personnels at NPCI PAN India Offices .

In response to the RFQ 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 \_\_\_\_\_ 2024.  
For \_\_\_\_\_.

(Signature)

(Name Designation and Address)

Accepted

Signature) (Name  
Designation) Date:  
Business Address:

**Annexure G1 - Format of Earnest Money Deposit (DEMAND DRAFT / EFT)**

To  
Chief HR and Administration,  
National Payments Corporation of India  
1001A, B wing 10th Floor,  
'The Capital', Bandra-Kurla Complex,  
Bandra (East),  
Mumbai - 400051

Subject: **RFQ No. NPCI/RFQ-2023-24/198 dated 8th March 2024**- Request for quote for supplying Security Personnels at NPCI PAN India Offices.

We have enclosed an EMD in the form of a Demand Draft No. \_\_\_\_\_  
\_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for  
the sum of Rs. 10,00,000/- (Rupees Ten lakhs only)/ We have remitted towards EMD, a sum of Rs.  
10,00,000/- (Rupees Ten lakh only) by electronic transfer to the designated NPCI account as mentioned  
under Section 3.

However final selected vendor should extend timelines of submitted BG/ EMD till on ground deployment date. If EMD is submitted thru RTGS/NEFT, amount will be returned to selected vendor at the time of on ground deployment date.

Thanking you,  
Yours faithfully,  
(Signature of the Bidder)  
Printed Name:  
Designation:  
Seal:  
Date:  
Business Address:

## Annexures G2 - Format of Bank Guarantee for Earnest Money Deposit

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

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

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

BANK GUARANTEE No.: \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under RFQ No. **NPCI/RFQ-2023-24/198** dated 8th March 2024 - Request for quote for supplying Security Personnels at NPCI PAN India Offices.

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

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ (In words ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, as below –

1. Bidder withdraws its bid before opening of the bids or after opening of the bids but before Notification of Award or after notification of award.
2. Bidder alters its bid during the bid validity period without NPCI's request for change in technical specification.
3. Bidder submits any false information in support of their eligibility criteria, technical evaluation criteria or tampers the RFQ documents.
4. Selected bidder fails to submit the PBG within stipulated period from the date of acceptance of the work order. In such instance, NPCI at its discretion may cancel the order placed on the selected bidder without giving any notice.
5. If the EMD is forfeited as stated above, the bidder will stand ineligible for further consideration for this RFQ.

However final selected vendor should extend timelines of submitted BG/ EMD till on ground deployment date. If EMD is submitted thru RTGS/NEFT, amount will be returned to selected vendor at the time of on ground deployment date.

[Signature]

**Annexure H - Client Reference**

**Client Reference Details**

<b>Sr. No</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Organization	
2	Contact Person Name and Designation	
3	Phone Number of the Contact person	
4	Email Address of the Contact person	

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

**Section 12 - Documents to be put in File C**

**Annexure I - Commercial Bid Form**

(To be included in Commercial Bid)

To

NPCI

Dear Sirs,

**Re: NPCI/RFQ-2023-24/198 dated 8th March 2024 for Request for quote for supplying Security Personnels at NPCI PAN India Offices.**

Having examined the Bidding Documents placed along with RFQ, we, the undersigned, offer to provide the required infrastructure in conformity with the said Bidding documents for the sum of

Rs..... (Rupees all inclusive) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

Dated this..... Day of.....2024.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure J - Commercial Bid (indicative) Format**

Request for quote for supplying Security Personnels at NPCI PAN India Offices

**RFQ no: NPCI/RFQ-2023-24/198 dated 8th March 2024**

Particulars	Mumbai		Chennai	Hyderabad		Total
	Goregaon	BKC	Smart Data Centre	Smart Data Centre	IOB- Project Phase	
ASO	1		2	2		5
Security Shift Supervisor	3	1	3	3	1	11
Supervisor 1 <sup>st</sup> floor DC			3	3		6
Security Guard	12	3	12	12	3	42
Lady Guard	1	1	1	1	1	5
Total	17	5	21	21	5	69

Please note: The Electronic Reverse Auction start price will be declared before the start of the Reverse Auction. L1 bidder will be decided through Electronic Reverse Auction only.

Dated this..... Day of.....2024.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

## **Annexure K SOW**

### **SCOPE OF WORK**

#### **The prospective bidders have to understand the scope of work given under along with the associated parameters needed as per NPCI requirements.**

The manpower provided by SECURITY AGENCY will be doing the job of providing Physical Security at NPCI Premises located at PAN India including monitoring, surveillance and other associated services. It is expected to provide highest level of Physical Security, compliance and other support services essential for managing the Critical Infrastructure.

#### **Duties and Responsibilities of Security Guard & Supervisor**

- A. Security Guard to be conversant in Hindi/English and local Language.
- B. To adhere to the procedures/ guidelines laid down from time to time by NPCI .
- C. They should report at least 15 minutes before the start of their shift and be punctual.
- D. Take charge of their duties handed over by the previous guards and maintain the records.
- E. All staff are expected to perform their duties with honesty and sincerity.
- F. They should be fully aware of their responsibilities and follow the site instructions as per the manual and policies defined from time to time.
- G. The Security Staff have to maintain respect towards all the employees and also towards their own team and work in collaboration with other departments.
- H. All the Security Staff are expected to be sober, and consumption of any alcoholic drinks / intoxicants / prohibited stuff is strictly prohibited.
- I. Security post should always be manned cannot be left unattended.
- J. Will never sleep or slumber while on duty post.
- K. Will not read newspaper or magazine or spend time on smartphone while on duty unnecessarily.
- L. Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to NPCI authorities and a formal report to be filed within 24 hours of the incident.
- M. When in doubt, approach the concerned manager or security manager immediately.
- N. The Security Staff/guard need to make periodic rounds around the premises.

#### **CONFIDENTIALITY**

Any information shared with the security while on duty shouldn't be shared with anyone outside the organisation / unauthorised NPCI personnel.

#### **PERSONNEL MOVEMENTS**

Personnel in and out record to be maintained.

1. Ensure all employees are requested to follow the Access Control system. Those who forget the access card, will follow the procedure laid down by client as advised to make an entry in the register which has been provided for the same, so that security persons can have a record. The record should be maintained.
2. Security will keep record of Sundays, holidays and late working employees.

3. Ensure and maintain a physical register for contractors / labourers.
4. Visitors – Security will confirm with the person whom the visitor wants to meet. If the person is available in the office, security will make an entry in the register and direct the visitor to the reception.
5. Visitors are not allowed to enter any floors.
6. VVIP Visitors only to be allowed on the floor's, provided approvals are received from centre in-charge.
7. No personal baggage to be allowed in the building premises and to be kept at the security cabin, post scanning
8. Be polite with visitors and guide them to visitor waiting area.
9. Vehicle movement ensure frisking of all vendor/visitor/daily material supply vehicles before entering the premises.

## **MATERIAL MOVEMENTS**

1. Incoming material – Check the documents carefully and receive the items with due entry and forward it to the concerned person.
2. Outgoing – Before sending the material, have a proper check as per Delivery Challan / Gate Pass. Any material should not be sent outside without seal and sign of the authorised person.
3. Returnable and non-returnable – Returnable and non-returnable materials record to be maintained. A periodic status report, i.e. weekly, monthly report will be generated by security and submitted to Security head for follow up action on items that have not returned on due date.
4. All materials coming in and going out to be recorded correctly as per Delivery Challan / Gate Pass. Materials coming into the premises must be accompanied by a proper Delivery Challan / Gate Pass and screened/ scanned by the security at the cabin for suspicious contents.

## **MAIL AND COURIER MOVEMENTS**

1. Incoming and outgoing mail / courier record to be maintained properly.
2. Incoming – Security person will receive the mail and screened using the mail scanner located inside the cabin before handing it over to the concerned person as soon as possible.
3. Outgoing – He will make an entry of outgoing mail / courier with full details and get signature of the receiver party.
4. Any loss / missing report should be given to Admin Without delay.

## **TELEPHONE HANDLING**

1. Security will take the messages correctly and convey to the concerned person immediately.
2. If the person is not in the seat the security should instruct the caller to leave a message in the voice mail.
3. Incoming calls to be transferred to the concerned person through his / her extension line.

## **KEY CONTROL**

1. Key In and Out record to be maintained.
2. Security will take care of the keys.
3. On missing / loss / damage of any keys, security should inform to the concerned person immediately.
4. Key box to be provided to keep keys safely. The box will always be locked.



5. Key will be issued to the concerned person as per the instruction given by the client.
6. Key box will be opened each time only when the staff comes to draw it.
7. Key handing over and taking over record to be maintained between the securities.  
List of Duplicate keys to be provided for the security.

### **PATROLLING PROCEDURES**

1. The security must highlight to the on-duty technician and ensure that once the office is closed all the unwanted lights and **Air conditioning units** is put off.
2. Patrolling should be taken on **an hourly basis** in the day and after the office is closed and observations should be properly documented.
3. Security will keep a watch on the activities of the casual labourers / contractors.  
If Security finds anything unusual / untoward, a written report must be given to the location Security / Admin within 24 hours.

### **FRISKING / CHECKING PROCEDURES**

1. All contract staff will be thoroughly frisked each time of their movement in and out of the premises.
2. In case any person resisting, the same will be clearly informed to the concerned authority.
3. Staff are requested to display their pocketable items and enter in the personal property register.

### **HANDING OVER AND TAKING OVER**

1. He will go through the log and entries of previous shift and discuss the progress plan with the reliever.
2. Both the security guards / Supervisors will check the entire building thoroughly.
3. Reliever guard should check all the documents, which are related to security before taking over charge.
4. Security should check all the systems which are in the facility / under security.
5. Occurrences report register to be maintained.
6. Reliever guard should check previous shift guard before taking over charge.

### **CLEAN DESK POLICY**

All the staff should ensure that their desks are clean before they leave for the day, i.e. no important items are left on the tabletop. Security should check entire premises and in case of any item found will register the same in lost and found register and report the same to Security manager.

### **FIRE CONTROL**

1. In case of fire, prompt action to be taken by the security to safeguard the life and property of the client.
2. In the event of any fire, rush to the spot, muster all manpower available and take control of firefighting operations.
3. If necessary, security should call Ambulance team.
4. Employees to be made aware to respond during emergency.

## **EMERGENCY PROCEDURES**

1. The security should have all the addresses and contact numbers of the nearest police station, hospital, ambulance and fire brigade.
2. Security will immediately report if any untoward incident / misconduct or misbehaviour occurs, to their control centre and client.
3. Security person should know all the emergency exit doors and main entry gates, so that he can take suitable action properly.
4. Identify the emergency and its gravity.
5. In case of emergency, ring the alarm bell / siren, if available.

### **Other Responsibilities for more better understanding of the Scope of the Security Personnel.**

1. The Security staff should ensure respective registers are maintained as per requirement.
2. A Complete List of Security Personnel along with their biodata, photographs, proofs of residence, **police verification** documents etc should be submitted to the Head of Administration before the deployment of staff on site and shall be repeated annually.
3. The security agency is solely responsible for the staff deployed on site.  
The Security staff should keep a strict vigilance of the entry and exit point of NPCI premises and monitor all outgoing /incoming visitors, employees, customers and material movements as informed by NPCI from time to time.
4. The Security staff will take First Aid measures in case of any injury to NPCI's staff, or any Customer as informed by NPCI from time to time.
5. Adequate supervision will be provided to ensure correct performance of the said premises and services in accordance with the needs of the assignment instructions agreed upon herein, by and between NPCI and SECURITY AGENCY.
6. Security agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste and misuse the areas of responsibility given to them by NPCI and shall not knowingly lend to any person or company any of the effects or assets of NPCI under its control.
7. The Security staff shall not accept any gratuity or reward in any shape or form and particularly shall not at any time, pass on, give, share with or accept cash, gifts or any incentives to /from any one while providing the services in terms of this Agreement.
8. Security agency and its staff should help in investigating of any loss or damage and help in liaison work with the local police.
9. Under the terms of their employment agreement with the Security agency the Security staff shall not do any other professional or other work for reward or otherwise either directly, except for or on behalf of the Security agency.

10. Security Staff shall not indulge in/ carry out any /other activity other than what is required while performing the obligations of the Security agency/ Security staff in accordance with/ under the terms of this agreement.
11. Security staff shall report any transactions as he/she in his/ her judgments deem to be/ is suspicious transactions, irregularities or violations of any legal or regulatory companying procedures, or any other breach of the code of conduct of NPCI.
12. Security Staff shall not in any manner whatsoever, represent to any Customer of the NPCI that the Security staff are an employee of the NPCI.
13. Adequate supervision should be provided to ensure correct performance of the said special services in accordance with the needs of assignments agreed upon herein, by and between the NPCI and Security agency.
14. The Security Staff should ensure proper frisking of Contractors / Vendors during their Exit.
15. The Security staff should not report directly or indirectly to any of the Employees of the NPCI and should have a reporting channel only through his/ her company and this reporting channel would liaison with the one-point contacts of NPCI at each of its premises.
16. Security Agency will supply all necessary reports and other information on a mutually agreed basis and should hold regular meetings with NPCI.
17. The Security staff will also keep strict vigilance for any unattended bag/briefcase/object/packet etc. and report to NPCI's contact person.
18. Security agency shall help NPCI in conducting quarterly Fire Drill at all NPCI locations where Security agency is present as per NPCI's Fire Drill Calendar.
19. All such Security Supervisors and personnel will be supervised by the General Manager/ State Director/ Director. The Security Supervisor/Guards will be based out of NPCI's respective office locations.
20. All equipment's, instruments in terms of frisking etc. used by the Security personnel will be supplied by Security agency as and when required by NPCI and at a monthly cost as mutually agreed upon.
21. A record of all the visitors entering the premises will be maintained by the Security Supervisor in charge of the premises and no unidentified person shall be allowed inside the premises. All visitors shall be provided with a 'Visitors' badge for identification. The reconciliation of Visitor and all

badges is the responsibility of the Security Supervisor deputed by Security agency. Security agency shall be fully responsible for any unidentified person found in the premises.

22. The record of attendance at the Premises will be kept by the Security Supervisor in charge of the Premises who will note in all irregularities or incidents discovered by him and will inform NPCI.
23. The Security Supervisor in charge of the Premises will at all times properly look after the keys entrusted to Security agency for the purpose of carrying out the terms of this agreement.
24. Security agency shall comply with all applicable laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, NPCI is informed or information comes to the NPCI's attention that Security agency is or may be in violation of any law, ordinance, regulation, or code (or if it so decreed or adjudged by any court, tribunal or other authority), NPCI shall be entitled to terminate this agreement with immediate effect.
25. Security agency shall hold all valid licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to the Contract Labour (Abolition & Regulation) Act (IF APPLICABLE) and other applicable laws. Security agency shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.
26. It shall provide an employment card to each of its Personnel as required under the Contract Labour (Regulation and Abolition) Act and shall maintain all Registers and Records prescribed under the Act, including the Register of persons, Muster roll, Register of Deduction, fines, overtime, advances or a combined register, with prior approval of the Labour Law authorities and will keep, maintain and update the register(s) regularly and present to NPCI representatives for inspection as and when required.
27. It shall pay State Level Wages (which shall under no circumstances be less than the minimum wages), benefits and other dues to the personnel engaged by it. NPCI shall have right to depute its representative to be present at the time of disbursement of wages who shall also sign the Register of wages or the Register of wages cum Muster roll as may be maintained SECURITY AGENCY. In case where the wages and salary of the SECURITY STAFF are being transferred directly to their Bank Account, SECURITY AGENCY will provide such list of transfer of wages and salary along with the Salary Sheet for signature of the representative of NPCI.
28. Pay all statutory payments, contributions, taxes, fees, levies, etc. as may be due and payable under various laws including but not limiting to The Provident Fund Act, Payment of Bonus Act, Employees State Insurance Act, Payment of Gratuity Act and Contract Labour (Regulation and Abolition) Act, 1970, and that in no case, NPCI shall be held liable or required to make any payment either to any government authority or any person in connection with the engagement of personnel by SECURITY

AGENCY. SECURITY AGENCY agrees and undertakes to indemnify NPCI against any claim or liability arising in respect of any personnel engaged by SECURITY AGENCY.

29. It shall communicate to all the SECURITY STAFF deputed under this agreement that they are employees of the SECURITY AGENCY, and they shall have no claims against NPCI and NPCI shall not be liable to wages, salary, compensation and any statutory benefits due to them under the labour laws and/or any other legislation. SECURITY AGENCY shall be responsible for providing such amenities to them admissible under the law.
30. SECURITY STAFF deputed at the premises shall conduct themselves in the most orderly manner and maintain perfect discipline and shall not in any manner cause any interference, annoyance, nuisance, obstruction or any difficulty to NPCI's work or its employees. Should NPCI raise any objection to any SECURITY STAFF deputed by SECURITY AGENCY, SECURITY AGENCY shall immediately remove such personnel from the premises and replace him by a person suitable to NPCI and any decision of the NPCI in this regard shall be final and binding on the SECURITY AGENCY.
31. The SECURITY STAFF deputed at the premises shall wear neatly ironed uniforms, clean and properly shaven.
32. It may be necessary to change the scope of the services. NPCI may change the scope of the services after consulting SECURITY AGENCY by notifying to the SECURITY AGENCY and in such event; the notice shall become a part of this agreement.

**Gratuity:** Gratuity payable shall be calculated at the rate of 15 days wages (Basic+DA) of the security personnel employed at the time of his leaving the services after completing at least 5 years and amount will be equal to 15 days' pay for every completed year of services. A fraction of the year of more than 6 months will be taken as one year and as such an employee, who is leaving after working for 7 years, 6 month and 1 day will get gratuity of 8 years. The average daily rate of salary shall be calculated by dividing monthly salary (Basic+DA only) by 26. In order to be eligible for gratuity the security personnel should have worked continuously (Without break) and a period of one year shall be considered to be continuous if he/she has worked for at least 240 days in that year.

Security personnel who have not worked for 5 years cannot get gratuity. For avoidance of doubt, it is clarified that, though lots of discussion going on about the eligibility of employees who has put in 4 years and 240 days in the fifth year based on court judgement, the payment of Gratuity Act remains unamended. The maximum gratuity amounts admissible as per the act is Rs. 10 Lakhs.

In case of death of security personnel without completing 5 years, the dependents are eligible to get even though the deceased did not complete five years.

For greater clarity, Gratuity shall be payable by NPCI subject to the security personnel completing five years of continuous service at NPCI premises. The Gratuity payable shall be on pro rata basis (Pro-rata shall mean number of years of continuous services at NPCI premises to the total number of years of

continuous service with SECURITY AGENCY. In the case of death of security personnel without completing five years, Gratuity shall be payable by NPCI on pro-rata basis even though deceased did not complete five years. In any other case SECURITY AGENCY shall be liable to pay Gratuity to the security personnel deputed at NPCI premises.

**Additional services should include:**

- Analysis of existing and future threats to assets and review measures to protect them and mitigate liability.
- Proficient in adhering to fire & life safety procedure.
- Advise and devise Safety, Security and Loss Prevention procedures.
- Security personnel to be deployed after proper training and on-boarding.
- Canine Squads on requirement basis or for surprise frisking.
- Reliever – that under any circumstances like weekly off, leave replacement, any emergency replacement to deploy the manpower only from the same pool of earmarked manpower who are already trained with NPCI process.
- No moonlighting in any circumstances.
- Digital attendance through facial recognition system through a mobile application.

**Minimum Required Educational Qualifications and Physical attributes.**

**A) Supervisor / ASO – Minimum Requirement**

- Experience: 5 to 7 years of experience.
- Educational Qualification: Graduate from any stream.
- Language: Proficiency in English, Hindi and local language reading and writing.
- Soft Skills: Proficiency in MS Office (MS word, MS excel..).
- Certification: Fire Safety, life safety and first aider. He/She should be proficient in handling electronic security systems (CCTV, ACS, FAS etc)
- .

**B) Security Guard – Minimum Requirement**

- Experience: 2 to 3 years of experience.
- Language: Proficiency in English, Hindi and local language reading and writing.
- Education Qualification :12th Pass.

**B) General Requirement**

- Age - 18 to 45 years.
- Height: Not less than Male 5.7”
- Height: Not less than Female 5.2”
- Weight should be proportionate to height- Desirable.
- Police/Background verification, and 25% access from the pool, who will be deployed as reliever or in case of absence from duty. Under no circumstances non verified personnel to be deployed.
- Medical Fitness Certificate

**Mandatory - 26 days duty in a month, 4 days a week off, reliever guards on-duty, No overtime duties, No shift continuations. (deviation to any will amount to penalty as per SLA)**

**Service Level Agreement**

<b>SLA - Key Performance Measurement</b>				
<b>Sr. No</b>	<b>Service Levels</b>	<b>Measuring Criteria</b>	<b>Weightage Measurement</b>	<b>Weightage</b>
<b>Management Team</b>				
1	Daily Report & Checklist	Daily Report & checklist to reach Client within 24 hrs of the next day	Late submission 6 or more times in a Quarter.	5
2	Monthly Report	Monthly MMR submission by 12th of the following month or the next working day	Late Submission more than twice in the quarter or No Submission	10
3	Incident Reporting	Incident report to reach client within 24 hrs of the incident	Late Submission more than once in the quarter or No Submission	10
4	Administration	Statutory Compliances	Not submitted the challans for the previous months	5
<b>Sub Total</b>				<b>30</b>
<b>Security Services</b>				
1	Punctuality	Adhere to shift schedules and report timely on the duty.	Late reporting of 3 or more times in a quarter.	10
2	Grooming	Personal grooming and neat turnout.	Any instance observed.	5
3	Absenteeism	Scheduled manhours completed	If less than 80% of the scheduled manhours completed	5
4	Shift Coverage	Coverage and manning levels as per the requirement	More than three shift found not covered as per the schedule in a Quarter	5
5	Periodical Trainings	Weekly Once Training to be carried out	Quarterly 12 or more trainings to be carried out. Training history card to be maintained.	18
6	Security Equipment's / Electronic tools	Awareness about the security equipment's.	If the security personnel/s are unaware about the use of security equipment's / electronic tools and fail to detect prohibited stuff.	9
7	Vigilance	Active patrolling and fulfilling all the duties	If the security personnel is found to be sleeping on duty / exhibit slackness / fail to carry out their duty more than 2 instances in the quarter.	18
<b>Sub Total</b>				<b>70</b>
			<b>Grand Total</b>	<b>100</b>

<b>SLA Compliance Score</b>	<b>Service Debit</b>
>=95%	0% of Management Fee
90% and <=94%	5% of Management Fee
85% and <90%	12% of Management Fee
80% and <85%	20% of Management Fee
75% and <80%	50% of Management Fee
<75%	100% of Management Fee

**Annexure L - NDA**  
**NON - DISCLOSURE AGREEMENT**

This Agreement is made and entered on this \_\_\_\_ day of \_\_\_\_\_, 2024 (“**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 The Capital, 1001A, B Wing, 10th Floor, Plot No- C-70, G Block, 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**

\_\_\_\_\_ hereinafter referred to as SECURITY AGENCY, a company registered In the Companies Act, 1956, and having its registered office at \_\_\_\_\_, (Hereinafter referred to as “SECURITY AGENCY”, 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 SECURITY AGENCY 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 SECURITY AGENCY to perform the considerations i.e. providing Security Services to NPCI (hereinafter called “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 its 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 the Agreement for a period of three 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 otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party’s prior written consent.

**Article 14: GENERAL**

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

The services should include:

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

FOR	FOR
NATIONAL PAYMENTS CORPORATION OF INDIA	_____
BY:	BY:
NAME:	NAME:
DESIGNATION:	DESIGNATION: