

RFP Reference No: NPCI/RFP/2025-26/IT/03 dated 15.05.2025

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Disclaimer

1. National Payments Corporation of India along with its subsidiaries and divisions are hereinafter referred to as "NPCI".

2. NPCI has prepared this document to give background information to the prospective Bidders about RFP for identifying Bidder Proposal for development of Learning Experience Platform.

3. The information is not intended to be exhaustive. While NPCI has taken due care in the preparation of the information contained herein and believe it to be accurate, neither NPCI nor any of its authorities or agencies nor any of their respective officers, employees or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. Prospective Bidders are required to make their own inquiries and will be required to confirm in writing that they have done so, and they do not rely only on the information provided by NPCI while submitting the response to RFP.

4. Any clarification sought from NPCI should be sent to the designated email ids mentioned in this document. No new clarifications will be entertained after the pre-bid meeting. Any responses provided by NPCI pursuant to this RFP to the queries raised/ clarification sought by the Bidders, are non-binding on NPCI or any of its authorities or agencies or any of their respective officers, employees or advisors unless included in the final understanding between NPCI and the shortlisted Bidder.

5. NPCI reserves the right to halt/ postpone/ modify/ cancel this RFP, whole or in part, at any stage without any answerability to the Bidders. It also reserves the right to decline or discuss the matter further with any Bidder participating in this RFP. No reimbursement of cost of any type will be paid to Bidders participating in this RFP.

Checklist

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

1. Online transfer of Rs 23,600/- (Rs. Twenty Thousand Six hundred only inclusive of GST@18%) towards cost of Bid document in Envelope/Folder/Folder - 'A'

Remittance proof in favor of "National Payments Corporation of India" payable at Mumbai amounting to Rs. 23,600/- (Rs. 20,000/- plus GST @18 %) towards bid purchase cost.

The electronic / wire transfer can be done to designated NPCI bank account as detailed below: Account Name: National Payments Corporation of India Bank Name: ICICI Bank Account No: 039305002962 IFSC Code: ICIC0000393 While transferring <u>bid cost</u> from their Bank account to NPCI bank account, the bidder shall clearly mention the <u>RFP number</u> and <u>RFP description in the transfer details</u>, failing which the bid is liable to be rejected.

The bidders shall pay the Bid Cost through the above-mentioned mode and the remittance proof shall be submitted to NPCI for the same. While transferring <u>bid cost</u> from their Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP description in the transfer details</u>, failing which the bid is liable to be rejected.

The bidder shall provide the <u>evidence of the transfer</u> <u>/ remittance proof</u> of <u>bid cost</u> <u>vide a</u> <u>separate mail</u> to the NPCI officials mentioned in **Section 1**.

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

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Abbreviations and Acronyms

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

- BG Bank Guarantee
- IPR Intellectual Property Rights
- NPCI National Payments Corporation of India
- OEM Original Equipment Manufacturer
- RFP Request for Proposal
- PBG Performance Bank Guarantee
- SLA Service Level Agreement
- Bidder Supplier, bidder, Service Provider

	Section 1 - Bid	Schedule and Address
Sr. No.		Description
1	Name of Project	Request for Proposal for development of Learning Experience Platform
2	Tender Reference Number	NPCI/RFP/2025-26/IT/03
3	Date of release of RFP	15-05-2025
4	Last date of receiving pre-bid clarifications in writing from bidders	20-05-2025
5	Date and Time for Pre-bid Meeting	If required will be communicated
6	Last date and time for Bid Submission	26-05-2025 5.30 pm
7	Address of Bid Submission	Electronic bid response submission should be made to the following email address: <u>karan.thakkar@npci.org.in</u> <u>brijendra.yadav@npci.org.in</u> <u>nisha.rodi@npci.org.in</u> Folder A (Eligibility), Folder B (Technical) and Folder C(Commercial): Commercial bid (Folder C) should be password protected. The password to Commercial bid needs to be shared only upon request after successful technical qualification. There will be no physical bid submission for this RFP. During the electronic bid submission, bid response attachments should not exceed the size of 10 MB vide each email and bid response may be segregated to adjust the maximum attachment capacity (10 MB). In case of the bid response being segregated into separate emails to accommodate the complete set of attachments, the total number of emails and corresponding attachment numbers forming the complete bid response need to be mentioned in the 1st mail itself.
8	Date and Time of Eligibility and Technical bid opening (Folder A and Folder B)	26-05-2025 6.30 pm
9	Date and Time of Commercial Bid Opening	Commercial Bid to be submitted in the password protected PDF document along with Technical Bids. The password to be shared only after request from NPCI's designated authority. NPCI reserves the right to discover the lowest price through Reverse auction OR Price discussion mechanism or both if opted by NPCI. NPCI will inform the method of price negotiation to technically qualified bidders.
10	Name and Address for communication	Deputy Chief Strategic IT Procurement National Payments Corporation of India, Unit no. 202, 2nd floor, Raheja Titanium, Western Express Highway,

Section 1 - Bid Schedule and Address

		Goregaon East, Mumbai 400063
11	Bid Related Queries	 Benny Joseph Contact: 9322855011 Email id: <u>benny.joseph@npci.org.in</u> Karan Thakkar Contact: 9326254035 Email id: <u>karan.thakkar@npci.org.in</u> Brijendra Yadav Contact: 9971312111 Email id: <u>brijendra.yadav@npci.org.in</u> Nisha Rodi Contact: 9167030994 Email id: <u>nisha.rodi@npci.org.in</u>

• The bidder shall provide the evidence of the transfer / remittance proof of <u>bid cost vide a separate</u> <u>mail</u> to the NPCI officials mentioned and shall provide the same in **Envelope A** as well.

Section 2 - Introduction

2.1 About NPCI

NPCI is a Company registered under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of The Companies Act, 2013) with its Registered Office in Mumbai, India. NPCI was promoted by 10 (Ten) banks in India under the aegis of the Indian Bank's Association with majority shareholding by Public Sector Banks. As of 30th April 2024, the shareholders (including promoter banks, shareholder banks and RBI regulated entities) of the NPCI stands at 65 (11 Public Sector Banks, 18 Private Banks, 5 Foreign Banks, 10 Co-operative Banks, 6 Regional Rural Banks, 4 Small Finance Banks, 1 Payment Banks and 10 Payment System Operators).

The vision and mission of NPCI are as under: Vision - To be the best payments network globally. Mission - Touching every Indian with one or other payment services and to make our mission possible.

NPCI's aim is to transform India into a 'less-cash' society by touching every Indian with one or other payment services. With each passing year, NPCI is moving towards it's vision to be the best payments network globally. NPCI, during its journey over decade, has made a significant impact on the retail payment systems in the country. It has introduced many innovative products dealing with money transactions through the digital eco-system. Today, it holds to its credit, products like UPI, NFS (RuPay), IMPS, AEPS, NETC, CTS, NACH, etc., which have transformed digital payment eco-system. As a result, NPCI and its product family is now being recognized as pioneers of modern edge digital payment eco-system, not only in India but globally as well.

Information Technology has been the backbone of NPCI journey. NPCI has thrived to adopt modern edge technologies in all domains thereby keeping pace with the ability to meet ever increasing demand for ease of doing transactions with adequate controls. Currently NPCI operates out of two captive DCs running from Hyderabad and Chennai and one co-located DC operating out of Chennai with active-active setup.

2.2 Objective of this RFP

The objective of this project is to create a custom Learning Experience Platform (LXP) for NPCI group. The platform will cater to below users:

- a) For NPCI-G Employees: Provide learning content and means for hands-on practice and evaluate the skill proficiency. Assist in career development and progression
- b) For External Candidates: Provide technical and behavioral assessment platform, as one of the selection criteria and improve the quality of hire.

2.3 Cost of the RFP

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

2.4 Due diligence

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

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder shall seek necessary clarifications by e-mail as mentioned in Section-1. Any query received after the last date for submission of pre-bid queries as given in Section-1 will not be considered.

2.5 Ownership of this RFP

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

Section 3 - Scope of Work & Detailed BRD

3.1 Scope of work:

Project Overview

The objective of this project is to create a custom Learning Experience Platform (LXP) for NPCI group. The platform will cater to below users:

- a. For NPCI-G Employees: Provide learning content and means for hands-on practice and evaluate the skill proficiency. Assist in career development and progression.
- b. For External Candidates: Provide technical and behavioral assessment platform, as one of the selection criteria and improve the quality of hire.

Business Objectives

- a. The LXP will be one stop solution for all the learnings at NCPI, a placeholder for all the records of learning interventions, goals, progress tracking, certification, calendar & historical data for all the existing and past employees.
- b. Provide Measurable tools to assess employee skill (Technical and Behavioral) level through interactive assessments, enable coding practices.
- c. This platform will also help assess and record the proficiency level of candidates during recruitment process. It will maintain candidate history data on assessment attempts made. It should flag a repeat candidate through AI tools like face recognition, etc.
- d. The platform will empower employees and increase employee learning engagement through personalized content, goals, training calendars (eLearning and Classroom), personalized learning pathways\journeys and gamification features. Leverage AI to provide personalized learning recommendations.
- e. Integrate seamlessly with existing external learning and assessment platforms like Udemy, O'reilly Media, Coursera, Pluralsight, Hackerrank, Hackerearth, Mettl, etc. Should allow for easy API based integrations with any platform in future.
- f. Single Sign-On (SSO) & Authentication, AD & Mail integration with current NPCI's IT infrastructure.
- g. Facilitate knowledge sharing and community building through blogs, forums and Knowledge Library.
- h. Provide detailed reporting and analytics for tracking learning progress and outcomes.
- i. Preferred technology stack for platform development to be open-source technologies.
- j. The source code and IP should be retained with NPCI for all future maintenance and enhancements.
- k. Data and other infrastructure would be NPCI's India based servers only.

Project Scope

1. <u>Homepage</u>

- Single Sign On Employees should be able to login using their AD Credentials.
- Upon login, user will land on the Home Page. System to fetch AD details of logged in user: name and email address of reporting manager, name and email address of HOD, department etc.
- Home page will contain below elements (List not exhaustive, may change subject to page design & future requirement):
 - a. Company Logo & eNable Logo customizable by LXP Admin
 - b. Search Tab To search for existing contents
 - c. Notification bell -for announcements\Actions\Approvals on the application
 - d. Navigation bar With links to all the modules\sub modules
 - e. Banner Image content customisable by admin to showcase all activities & offerings. It can be scrolled to show multiple images.

- f. Greetings to User Customisable by admin
- g. Personalized section: Last Explored features, courses accessed and progressed, total learning hours on platform. Learning hours data on company's average, leaderboard.
- h. Dynamic announcements ticker rolling text that is customizable by admin and can be linked to any particular feature or sub-feature on the platform.

• Help

- a. About LXP: Brief description of the application and navigation. Document user guide and quick tour video guide for the portal and its features.
- b. Terms & Conditions: Data privacy user consent acceptance mandatory before starting with portal usage.
- c. Help & Support: Grievance module to address employee queries on application usage in timely manner. FAQs to address commonly asked questions.

User Management

Profile Section

- a. My Dashboard To showcase users overall learning progress such as but not limited to Learning Hours, Interests, Playlists, Last viewed courses, Blogs posted, Forum followed, Goals shared, User role, IDP etc.
- b. Can upload their certification history on profile.
- c. Certificates placeholder central repository of certifications under Knowledge Library
- d. My Interest
 - Users add the keyword of their interests.
 - Suggest AI-driven recommendations for courses\learning paths based on user interests and search history.
 - $\circ~$ User interest profiling and content tagging, the software indexes and links internal or third-party content.
 - The software gets users to know and will identify content based on their job role, skills, interests and viewing history.
 - Display top trending course suggestions, business-related top-rated courses, Leadership related Top rated courses, Technology related top rated courses etc.
- e. My learnings To showcase all the courses visited and leaning progress of the courses, modules, assessments completed for the users.
- f. My badges-To showcase all the skill badges earned by the users.
- g. Playlists: User can add courses for future reference in playlists.
- h. User specific leaderboard.
- i. Peer Learning Users within their team or their social groups within organization can co-create their groups and share their learnings with each other.

Employee Profiles & Access control

Employees

All NPCI Employees/User should have access to all course content and other features below:

- 1. Homepage
- 2. Help
- 3. User Management (Self)
- 4. Learning & Skill development
- 5. Knowledge Sharing
- <u>Manager</u>

Manager will have access to all features as Employee. Can assign/approve/reject goals (IDP) & content to team, track progress for his team and look into the analytics

• <u>HOD</u>

HOD will have access to all features of Manager/s. Can assign/approve/reject goals (IDP) & content to team, track progress for his team and look into the analytics

- HR-LXP Admin
 - a. Admin should have overall access of the Platform
 - b. Admin will have access to create new course content, reports\dashboards, create Sessions, assessments, Learning journeys etc.
 - c. Admin can assign\de-assign roles to Employee or groups.
 - d. Admin can create new user groups.
 - e. Admin should be able to update homepage banner image based on current initiatives.
 - f. Admin can assign courses or learning journeys to selected employee groups. Admin can create sub-admins and recruiter roles.
 - g. Admin will have access to view, download and share all reports available on the platform.

• <u>Recruitment & Candidate Shortlisting</u>

HR-Recruiters Admin:

- a. Will have access to questions library to create Playground Assessments for hiring, invite external candidates, view and download test reports.
- b. Would assign one or more assessments against a candidate's personal email id and generate link for sharing with the candidate.

External candidates

- a. On clicking the Link received from NPCI Recruitment team, candidate would be able to see options for "Login" or "Sign up". Using "Sign up", the external candidate enters basic information (proposed username and password), along with the personal email id shared with NPCI.
- b. On logging in using the username and password, candidate can view the assessment test assigned and its details.
- c. Candidates can submit tests and share feedback on user experience.

Module	Sub-Module	Employees	Manager	HOD	Extern al Candid ates	Recruit ment Admin	LXP Admin
	Profile creation	View/Edit Own Profile	View/Edit Own Profile	View/Edit Own Profile	Signup and Login feature s.	No access	Create user profiles outside of AD for login.
	Role assignment	No access	No access	No access	No access	No access	Assign roles to any emp.
User	Interests	View/Edit Own Interests	View/Edit Own Interests	View/Edit Own Interests	No access	No access	No access
Manage ment	Badges	View Badges assigned	View/Assign Badges	View/Assign Badges	No access	No access	Approve/Reject assigned badges
	Playlists	View/Edit Own Playlists.	View/Edit Own Playlists.	View/Edit Own Playlists.	No access	No access	No access
	My Groups	Create/Vie w/Edit Own Groups.	View/Edit Own Groups.	View/Edit Own Groups.	No access	No access	View/Edit Own or Org Groups.
Learnin	Knowledge Library	View content assigned.	Assign/Create/Edit/ Upload/View content assigned.	Assign/Create/Edit/ Upload/View content assigned.	No access	No access	Assign/Create/Edit Role to any emp. View/Upload/Delete/Re store/Review content
g & Skill Develop ment	Learning Goals	Create/Edi t/View self goals	Create/Edit/View/As sign goals to team	Create/Edit/View/As sign goals to team	No access	No access	Assign goals to any emp.
	Learning Journeys	View self learning journeys	Assign Learning journeys to team	Assign Learning journeys to team	No access	No access	Create/Edit/View /Assign journey to any emp.

<u>Role based Permissions</u>

	Content Assignment	No access	No access	No access	No access	No access	Assign to any emp.
	Course Feedback	Create/Vie w course feedback	View team feedback on courses	View team feedback on courses	No access	No access	View/Respond all emp feedback. Initiate feedback surveys.
	Gamificatio n and Badging	Submit quizzes and view badges	View team badges earned	View team badges earned	No access	No access	View all emp badges and quiz results. Create new engagement activities.
	Training Calendar	View Training cal	View Training cal	View Training cal	No access	No access	Create/Edit/View cal
	Submit Nominations Coding	Nominate self Do coding	Nominate self/team	Nominate self/team	No access No	No access No	Approve/Reject nominations. Add new skills for
D (1)	Arena	practice.	Do coding practice.	Do coding practice.	access	access	practice.
Practice , Assess & Measure ment of	Playground Assessment	Take Assessment s, View Scores	Take Assessments, View Scores of self and team.	Take Assessments, View Scores of self and team.	No access	No access	Configure Assessment Criteria
Skills	Leaderboar d	View leaderboar d	View leaderboard	View leaderboard	No access	No access	View
Recruit ment & Candida te Shortlist ing	Playground Assessment	No access	No access	No access	Attemp t tests assigne d, view history	Invite candida tes for test. View Candida te Skill Scores	Assign tests to candidate email id.
	Blogs	Create/Edi t/View	Create/Edit/View	Create/Edit/View	No access	No access	Create/Edit/View/Delet e/Restore
Knowled ge	Forums	Create/Edi t/View	Create/Edit/View	Create/Edit/View	No access	No access	Create/Edit/View/Delet e/Restore
Sharing	Channels	View	View	View	No access	No access	Create/Edit/View/Delet e/Restore
	Question & Answer	Create/Edi t/View	Create/Edit/View	Create/Edit/View	No access	No access	Create/Edit/View/Delet e/Restore
	Self progress reports	View	View	View	No access	No access	View all emp
	Teams progress reports.	No access	View	View	No access	No access	View all emp
	Other reports\das hboards	No access	Based on LXP admin assignment	Based on LXP admin assignment	No access	No access	View all reports.
Reportin g &	Live stats for ongoing assmnt and inspect proctoring data.	No access	Based on LXP admin assignment	Based on LXP admin assignment	No access	View for all candida tes.	View for all candidates.
Anālytic s	Extend time for candidates, disqualify a candidate, flag a candidate for future action and terminate an attempt.	No access	No access	No access	No access	No access	Edit/view for all candidates and employees.
	Candidate assessment report.	No access	No access	No access	No access	View	View
	About LXP	View	View	View	No access	No access	Create/Edit/Upload user guide/view
Help & Support	Terms&Con dn	Accept once/ view	Accept once/ view	Accept once/ view	Accept once/ view	Accept once/ view	View for all candidates and emp.
	Grievance module	Create/vie w self req	Create/view self req	Create/view self req	No access	No access	Edit/view/Respond for all employees.

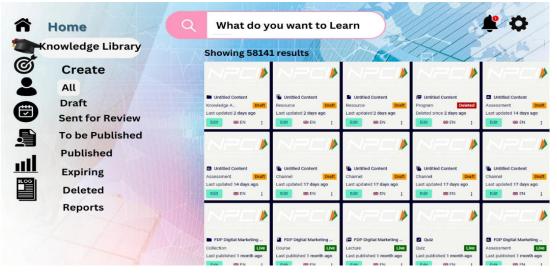
Learning & Skill Development

a. Knowledge Library:

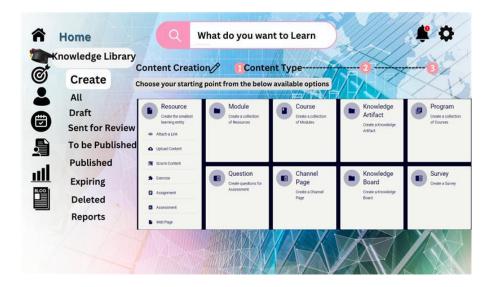
Knowledge Library is like a central repository, containing all the resources (courses, contents, videos, documents, whitepaper etc.) available. Any content can be shared by the employees with other employees.

b. Employee Login:

Employees can follow their desired knowledge areas under the Knowledge Library and drill down to specific courses in that area.



- c. LXP Admin login
 - a. Content Creator tool: This feature helps administrators create, view, edit, publish, unpublish, review, delete and save new course content. Generated content can include hyperlinks, videos, images, SCORM content, Exercises, Assignment, Assessment or other documents.
 - b. Admin can create modules, courses, program, questions, channel, survey/ quizzes, Knowledge areas, upload knowledge artifacts like pdf, ppt, word document, excel.
 - c. Content can be categorized and tagged for easy search retrieval.
 - d. Content created follows an approval workflow for review, on approval of which content is published for access by all employees.
 - e. LXP Admin can maintain a central repository for all service agreements.



- d. Learning Goals
 - a. Employee Login:
 - Shows tab for My goals

					11/2
•			Create Own Goal	₽ }~~////	1200
			CREATE MY OWN	-	
Name your Goal					
For eg: My Awesome gos	al (10-100 chi	aracters)			
Describe your Goal					
For eg: This goal would h	velp me to				
2 Add Content to your Go	al				
Add Content to your God	al ×	F			EN - Sea
					EN • Sea
Filters	×		Resource © Course ©		EN • Sea
Filters Content Type	× •		Resource O Course O Introduction to 12:0 using Python Course 10	Corres 1 2	hing
Filters Content Type Resource	× ^ 11869	Content Type:	Introduction to H2O using Python		hing
Filters Content Type Resource Course	× 11869 624	Content Type:	Introduction to H2O using Python	Course 34	h 22m yer using Spring

- b. Employees can create\assign\edit\delete learning goals that are self created.
- c. They can Accept/Reject goals created by their peers.
- d. IDP should be in sync with the learning goals. Employee to mandatorily create their IDP (select and enter Learning Goals) and send for approval of their Manager. On approval by Manager, same to be appearing as employee's IDP for the year. On rejection of Manager, mail notification received (with weekly reminders) for IDP to be updated and resent for approval. System to prompt every time user logs in for IDP completion.
- e. IDP Form fields:
 - 1) Employee code
 - 2) Employee Name
 - 3) Email Id
 - 4) Competency:
 - a. Domain (drop down)
 - b. Technical (drop down)
 - c. Soft skill (drop down)
 - 5) Specify the development area
 - 6) Learning Intervention
 - a. Online Learning
 - b. Training sessions conducted by NPCI
 - c. Higher education program by NPCI
 - d. Certificate Reimbursement Program by NPCI
 - 7) Start date
 - 8) End date
 - a. On successful completion of Learning goals\ILT\online course, corresponding IDP should be marked as completed.
 - b. Employees can create his\her own playlists for courses planned.
 - c. Employees can set hours per week etc. for the selected learning goals, reminders should accordingly notify.
 - d. Employees can create their own playlists for courses planning to undertake.
 - e. Notifications (bell icon and email) and reminders for goal deadlines. For each notification, respective employees are notified through email.
 - f. Progress tracking and reporting.
- Employee Manager
 - a) Shows 2 tabs My Goals and Others Goals
 - b) Managers can create\assign\edit\delete and track learning goals for their team. This goal will be added to IDP of the individual employees for each team.
 - c) Notifications and reminders for goal deadlines.
 - d) Progress tracking and reporting.
- Employee HOD

- a) Shows 2 tabs My Goals and Others Goals
- b) HOD can create\assign\edit\delete and track learning goals for their team. This goal will be added to IDP of the individual employees for each team.
- c) Notifications and reminders for goal deadlines.
- d) Progress tracking and reporting.
- e) Can access dashboards for Team Goals.
- LXP Admin Login
 - a) HR-LXP team should be able to assign set of mandatory annual trainings to all or group of employees at defined time in the year.
 - b) Can create\assign\edit\delete all goals for any employee.
- Learning Journeys

Employee Login:

- a) Leaning Journeys can be selected for specific certifications (AWS etc)
- b) Progress tracking
- c) Playground assessment on completion of learning journey to evaluate skill level.
- d) Partial completion in the form of % to be tracked
- e) Assessments upon completion of every module
- f) Learning journey to be considered 100% upon completion of respective Playground assessments.
- g) Feedback gathering at end of each Learning journey.
- LXP Admin
 - Guided learning paths to help employees progress through courses and achieve specific learning outcomes.
 - Predefined and customizable learning journeys, ability to curate content and Practice labs to create new learning journey in particular skill track.
- Content Assignment

This feature will help assign mandatory training or courses to employees / group of employees. Set deadlines, send reminders for completion and track progress on Manger / HOD/ LXP admin page and reports / analytics.

- Manager / HOD Login
 - a) Manager / HOD can assign/remove content to individual or group of employees in their respective team.
 - b) Can view goal progress of their team on portal as well as through reports.
- o LXP Admin Login
 - a) LXP Admin can assign/remove content to individual or group of employees.
 - b) Can view goal progress of all employees on portal as well as through reports.
- Feeback
 - 1) Employee Login: (Course / Learning journey / Playground assessment / Platform)
 - a) Gather employee Feedback at end of each course.
 - b) Gather employee Feedback at end of Learning Journey.
 - c) Gather employee Feedback at end of assessment attempted.
 - d) Gather employee Feedback on the platform.
 - 2) External Candidate: (Playground assessment / Platform)
 - a) Gather external candidate Feedback on user experience during playground assessment
 - b) Gather external candidate Feedback on the platform.
 - 3) Manager / HOD Login:
- a. Can view their respective team's feedback on the courses\learning journeys\playground assessments
 - 4) LXP Admin Login:

- b. Can view all employees' feedback on the courses\learning journeys\playground assessments.
 - a) Can fetch reports on all feedback based on filter criteria

• Gamification and Badging

Quizzes, contents etc and allocating badges to recognize talent, help to improve engagement by introducing an element of competition. However, users can choose whether to participate.

- 1) Employee Login
 - a) Can attempt the quizzes assigned by LXP team.
 - b) Can view badges won by individual quizzes or playground assessments.
 - c) Can upload badges won previously with dates.
- 2) LXP Admin
 - a) Can create new quizzes and launch the same for access by employee(s)
 - b) Can assign Badge for each of the quizzes.
 - c) Also can assign badges for playground assessments.
- 3) Training Planner
 - I. Employee Login
 - a) Should have access to view course id /session id / entire training calendar, training room\location, course content and access to self-nominate.
 - b) Workflow is triggered for manager or HOD approval with mail notification
 - c) On reject, respective employee is notified
 - d) On approval, employee is registered for the course and mail notification is sent to respective LXP Admin team
 - e) Event details should show list of confirmed nominations
 - f) Notifications for upcoming sessions.
- 4) Manager / HOD Login
 - a) Should have access to view course id /session id / entire training calendar, training room\location, course content and access to self-nominate and nominate team members.
 - b) Manager \ HOD receive notification through mail when their team nominates for any sessions.
 - c) Can approve/reject nominations of their respective team.
- 5) LXP Admin Login
 - a) Can create unique session ids and course ids in the platform.
 - b) Every session id will be unique.
 - c) One course id can have multiple session ids allocated.
 - d) Can nominate any employee(s) for the session.
 - e) While creating session and course id, system should allow the LXP Admin to upload the training curriculum \ reference material \ training schedule.
 - f) This feature allows administrators to create and manage the organization's training calendar for classroom/online sessions and courses.
 - g) Platform should have a provision of sending nomination mailers to employee/group, inviting participants, sending reminders to the participants, requesting feedback. Should be capable of sending pre and post assessment, and at the end measure effectiveness of the training.
 - h) All the areas mentioned in point (g) should have corresponding analytics and reports for LXP Admin.
 - i) LXP Admin team should be able to schedule online Live sessions via MS Teams invite and trigger mail notifications accordingly to selected employee / groups.
 - j) Training room: System should have facility to integrate with all the meeting rooms across different work locations in the organization, along with its seating capacity.

Search Session Date: 01 Dec to 31st Dec O **Training Planner Ø** My Inbox Create Sessi Status Active Session Title Seats Taken Session Waiting Instructor Kafka & Redis Training Batch 7 1 25 Nov. 9 00 AM - 06 Dec. 2 00 PM Kafka & Redis Hyderabad (Batch-6) 1 Brijendra Singh Yada 2/0 **My Session Training Room** ull 09 Dec. 9.30 AM - 20 Dec. 2.00 PM Kafka & Redis Training Batch 9 09 Dec. 9:30 AM - 23 Dec. 2:00 PM Kafka & Redis Training Batch 10 8/ 30 0/0 BLOG ing Batch-4 1 30/30

Request for Proposal for development of Learning Experience Platform

• Practice, Assess & Measurement skills

Coding Area

- a) Employe Login:
 - I. Sandbox environment for employees to practice coding, compile their code and refine their skills.
 - II. Code editor with support for multiple programming languages.
 - III. Each deep tech track will include a defined set of skills that will need to be practiced, based on proficiency levels - Basic/Intermediate/Expert. Problems and coding challenges based on level selected will be given. (E.g. Deep tech tracks: AI/ML, Blockchain, Advanced Open source, Infra as a Service, AWS, IOT, Snowflake, Data visualizations, Data analytics etc.)
 - IV. Apart from the technology tracks specified above, platform should have capabilities to include other tracks/skills.
 - V. Compiler integration for real-time code execution. Highlight the necessary inputs during code execution for the errors encountered.
 - VI. Should provide the code accuracy and score.
 - VII. Leaderboard that will show organization wide comparative data on other employees who have taken the same practice with their scores.
 - VIII. Save and review code history. Progress tracking.
 - IX. Sample Coding area screen below.

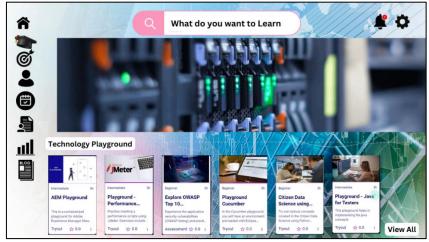
Description	Test Cases	Custom Inputs	>	🕃 C++		▼ 14p	× Ŧ			G	53	
				1 // Wr	rite your c	ode here	. Read t	he input	from sta	indard	input	as
Collect The Coins	S	~	ш									
3 00: 00: 00 Ō 00: 00:	: 00 Would you like to	o solve this with AI assistance?										
village has N houses num	nbered from 1 to N. S	ome of the houses										
	. Raghu wants to colle oins. It is known that,	ect all the gold coins. Help house number N										
ontain one gold coin each aghu to collect the gold co ontains a gold coin. The or y the following rules:	 Raghu wants to colle oins. It is known that, ther houses with gold number is even, he n 	ect all the gold coins. Help house number N d coins can be identified must divide current house										

- LXP Admin Login:
 - a. Can add questions
 - b. Can set the difficulty level
 - c. Define the proficiency level in system (L1/L2/L3)
 - d. Categorize the problem statements as per technology and different tracks
 - e. Define the test cases

- f. Review and monitor the leaderboard (should be updated automatically) & have access for any manual intervention
- Playground Assessment

Employee Login:

- a. This is an interactive environment where employees can assess their related skills in deep tech tracks primarily Blockchain, IAAS, Advance Open Source & AI & ML, etc.
- b. Apart from the technology tracks specified above, platform should have capabilities to include other tracks\skills.
- c. Each deep tech track will include a defined set of skills that will need to be assessed, based on proficiency levels Basic/Intermediate/Expert
- d. If AI plagiarism detection is enabled, employee must provide their consent before starting the test.
- e. On selection, virtual environment is created based on the track and skill selected.
- f. Sample screen below for reference.



- g. Coding simulator should be entirely developed within the LXP Platform.
- h. On completing playground assessment, employee is able to view the assessment feedback and scoring immediately.
- i. Mail notification triggered with results to defined user roles
- j. Employee can at any time view their progress
- Manager / HOD login
 - a. Managers can at any time be able to view reports on employee playground assessment results.
- External candidate Login:
 - a. External candidates will only have access to assigned test after they sign up.
 - b. If AI plagiarism detection is enabled, candidates must consent before starting the test
- Recruitment Admin Login
 - a. Recruitment Admin will be able to create and invite external candidates to give the assigned test, also will have access to the test results.
- LXP Admin
 - a. There should be provision to add\remove deep tech tracks and their underlying technology skillsets.
 - b. LXP Admin should have provision to create 'question-answer' bank for assessing certain skills.
 - c. Benchmark score is present for each skill against which employee is evaluated.

- d. Set time duration for the assessment.
- e. Validations for Plagiarism:
 - I. There should be option for Video proctoring of the assessment
- II. There should be option for AI Plagiarism detection. Tests will be proctored to check (Not limited to):
- III. Copy-Paste Significant portions of code are copied directly from an external source
- IV. Tab switching candidate exits the test window. Report will also capture the duration of tab switching activities.
- V. Multiple faces detection
- VI. No face detected
- VII. Similar face detection
- VIII. Multiple monitors attached
 - IX. System should detect voice plagiarism.
 - X. Potential external reference taken candidate exhibits inactivity followed by sudden, continuous coding or unusual typing patterns, which could indicate suspicious reference-taking behaviour
- XI. Suspicious coding behaviour candidate exhibits inactivity and then a section of previously written code is deleted and replaced, accompanied by irregular typing or cursor movements
- XII. Similar coding pattern or code iteration
- Leaderboard
 - a. Employee Login
 - I. Leaderboards showcase top learners to motivate and recognize employees.
 - II. Displays top learners based on various metrics (e.g., Top learning hours, Top learning hours by location, goal completion, learning journey completion, playground winners, Top learners by gender)
 - III. Regular updates and notifications.
 - b. Manager / HOD Login
 - I. Top learners in their team
 - II. Defaulters in their team for learning goals \ journey
 - c. LXP Admin Login
 - I. Leaderboard creation and management.
 - II. Reports
- Recruitment & candidate shortlisting
 - a. Recruitment Admin can setup required assessment for a particular candidate and assign to candidate personal email id.
 - b. Time frame for attempting the test can be setup by recruitment admin, post which the link would be inactive.
 - c. Test duration can be set by recruitment admin.
 - d. The candidate receives link to sign up for the assessment.
 - e. Post candidate attempts the test, results will be shared with the recruitment admin.
 - f. Recruitment admin will also have access to report on all external candidate assessment. (Proctoring Report based on various proctoring criteria)
 - g. Reports Playground Assessment Report of Ext Candidates (Hiring)
 - h. All Validations for Plagiarism as mentioned earlier should be available for external candidate assessment.
 - i. History of assessments submitted is maintained.
- Knowledge sharing
 - I. Blogs

A placeholder to express an individual view or expression which could be useful for the social read, access to all the individual for this feature, blogs should be public post approval of admin.

- II. Employee Login
 - a. This Features allows employees to share knowledge through blog posts.
 - b. Blog creation and editing tools.
 - c. Search and filter options
 - d. Workflow triggered on blog submission for HR-LXP team approval. Post approval, blog published for view by all employees.
 - e. Commenting and interaction features.
 - f. Content categorization and tagging
 - g. Can follows blogs/Like, mark as "Favorite".
- III. LXP Admin Login

a) Approve/Reject Blog content shared by employees







- b) Forums
- c) Employee Login
 - i. Here the employees can engage in discussions and share the Knowledge.
 - ii. Discussion threads creations and Management.
 - iii. Display forums followed by the employee
 - iv. Create/View My Post (Posts or comments that employees adds to the Forums)
 - v. Workflow approval by HR-LXP team and Moderation tools.
 - vi. Search and filler options.
 - vii. Can follow\Like Forums
- d) LXP Admins Login:
 - i. Approve/Reject forums
- e) Channels

f) Employee Logins

Employees can create a channel page for any topic, by designing the layout and content.

- g) LXP Admin login Approve/Rejects channels.
- h) Question & Answer
- i) Employee Login Any employee can ask questions, which would be visible by all employees. Any other employee can answer the same.
- j) LXP Admin: Can Remove any questions\answers.
- Reporting & Analysis

There needs to be exhaustive reports on all the modules and ready dashboards. There would be employee dashboards to helps track their progress towards learning goals. Administrators' dashboards will help them understand usage trends and how learners are using the platform. Below are suggested reports that must have.

• Reports

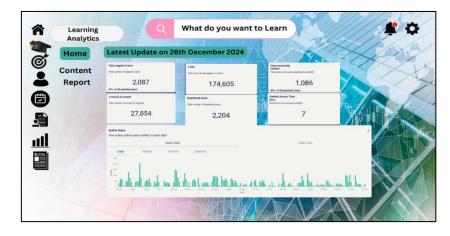
#	Report Name	Description	Fields	Key Metrics	Use Cases
1	Learning hours &	This report helps LXP team to	i.EC	i. Average Learning hours per	i. Helps administrators
	Learning Type Report		ii. Name iii. Gender v. Location v. Functional Title vi. HOD Name vii. Email id viii. Dept ix. Learning Type (Online/ Offline) x. Source (Udemy/ ITL/ VILT/O'relly) xi.ILT - Session id xi.ILT - Course id xii.ILT - Course id xii.Certificate xiv. Total Hrs xv.Status	employee. ii. Average learning hours org wide iii. Location wise learning hours. iv. Entity wise learning hours. v. Mode of learning. vi. Top Learners. vii. Type of learning (business\technical etc.)	monitor system usage in terms of learning hours. ii. Monitor user intervention in different forms of learning. iii. Monitor entity wise learning. iv. Monitor and maintain leaderboard of top learners.
2	Active User in System Report		i.EC ii.Name iii.Gender iiv.Location v.Functional Title vi.HOD Name vii.Email id viii.Dept ix.Active x.Non-Active xi.Non-Active xi.Monday xii.Tuesday xii.Tuesday xvi.Tursday xv.Friday xvi.Saturday xvii.Sunday xvii.Sunday xvii.Saturday	 i. Daily Active Users (DAU) – Number of unique users who accessed the platform daily. ii. Weekly Active Users (WAU) – Unique users who logged in at least once in a week. iii. Monthly Active Users (MAU) – Unique users who used the platform in a month. iv. Session Duration – Average time spent per session. v. User Retention Rate – Percentage of returning users over a defined period. 	 Helps administrators monitor system adoption and engagement trends. Supports decision-making on platform improvements and content effectiveness.
3	IDP Report	learning goals. ii. Managers\HOD - can view & fetch their teams progress towards the assigned goals. iii. LXP Admin - can view & fetch goal status for all employees across organization.	i.EC ii.Name ii.Gender iiv.Location v.Functional Title vi.HOD Name vi.HOD Name vii.Email id viii.Dept ix.Goal Name x. Development area xi. Skill set xii. Competency type (Technical\Domain) xiii. Learning Intervention (ILT\Higher education\ Certification\Online self paced courses) xiv.Assigned by xv.Assigned to xvi.Assigned To xvi.Assigned To xvi.Goal Start Date xvii.Goal Revised Date xvi.Goal Revised Date xix.Goal Revised Date xix.Goal Rompletion %	 i. Total Goals Set – Number of learning goals defined by users. ii. Goal Completion Rate – Percentage of successfully completed goals. iii. Time Taken to Achieve Goals – Average duration from goal setting to completion. iv. Pending Goals – Goals that are yet to be completed. v. Dropout Rate – Users who set goals but did not progress. 	i. Helps employees to track and complete their goals. ii. Enables personalized AI learning recommendations.
4	Playground Assessment Report of Employees	Measures learner activity in the Playground, where they experiment with real-world scenarios, simulations or sandbox environments.	xxi.Goal Status i.EC i.EC ii.Name iii.Gender iv.Location v.Functional Title vi.HOD Name vii.Email id viii.Dept ix.Playground Name x.Playground Attempted Date & time xi.Playground Attempted Date & time xi.Playground Status (Complete/ Incomplete) xii.Plagarism - If yes (Refer section 2.3.3.e Validations for plagarism) xvi.No of Plagarism activities xvii.Playground Scored xviii.Playground Cleared (Y/N)	i. Total Playground Sessions – Number of interactions within the Playground. ii. Average Time Spent – Engagement level per session. iii. Success Rate – Percentage of successful task completions. iv. Failure Analysis – Common errors and improvement areas. Most Used Features – Popular tools and functionalities within the Playground.	i. Provides insights into learner experimentation behavior. ii. Helps refine Playground features and content.

5	Report of Ext	Assessments or real-world scenarios in sandbox	i. Name ii. Gender	i. User Test Scores – Test score achieved by the user	i. Helps recruitment team shortlist right candidates.
	Candidates (Hiring)	environment to test the users capability.	iii. Location iv. Email id v. Assessment Name vi. Assessment Attempted Date & time vii. Time spend on Assessment viii. Assessment Status (Complete/ Incomplete) ix. Plagarism (Y/N) x. Plagarism - If yes (Refer section 2.3.3.e Validations for plagarism) xi. No of Plagarism activities xii. Score xiii. Assessment Cleared (Y/N)	ii. Time Duration – Total time to complete the test iii. Max Achievable Score – Maximum score of the test iv. Score Percentage – Score percentage achieved by the user v. Proctoring Data – Whether user was complaint while attempting the test	
6	Coding Arena Report	Stimulated environment for code and practice. Tracks learners' engagement and performance in coding exercises, challenges, and competitive programming.	i.EC ii.Name ii.Gender iv.Location v.Functional Title vi.HOD Name vii.Email id viii.Dept ix.Coding Arena Name x.Coding Arena Date & time xi.Coding Arena Subset - Learning Journey/ Direct xii.Time spend on Coding Arena xiii.No of cases executed xiv.No of defects xv.Coding Arna Status (Complete/ Incomplete)	 i. Total Coding Challenges Attempted – Number of coding tasks tried by users. ii. Completion Rate – Percentage of successfully solved problems. iii. Time Taken per Challenge – Efficiency analysis of learners. iv. Leaderboard Rankings – Top- performing participants. v. Common Mistakes – Identifies frequent errors to guide learners. 	 i. Helps assess learners' coding proficiency and problem-solving skills. ii.loentifies areas where users need additional support. iii. Helps users identify their skill gap while completing their course.
7	Learning Journey report	Enable LXP admin to define the structure of learning journey using different curated content. Track users' overall progress through learning paths, courses, and skill development programs. Completion of playground assessment at end of each learning journey ensures 100% completion of that learning journey.	i.EC ii.Name iii.Gender iv.Location v.Functional Title vi.HOD Name vii.Email id viii.Dept ix.Learning Journey Track x.Sub Track xi.Total Time of Learning Jouney xii.Time spent on Learning Journey xii.Time spent on Learning Journey xii.No of Modules xiv.No of Modules completed xv.PlaygroundCleared xvi.Playground Score xvii.Learning Journey Completed Y/N	i. Enrollment Rate – Number of users starting a learning journey. ii. Course Progression – Percentage of completion for each course/module. iii. Time Spent on Each Module – Engagement analysis per topic. iv. Dropout Rate – Learners leaving courses midway. v. Certification Rate – Number of learners earning completion certificates.	 i. Helps administrators to define and modify learning paths\ course structures. ii. Helps employees complete their assigned playground assessments. iii. Encourages employee participation in playground challenges.

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8	Engagement Report	across the platform.	i.# ii.Most Accessed Courses iii.Most Recommended coursed iv.Course with most learning hours v.User with highest learing hours vi.Department with higest learning hours vi.Location with highest learning hours vii.Location with highest learning hours vii.Location with nost couse accessed ix.Content accessed most on which plaform - Android/ IOS/ Windows x.Content accessed most on which device - Mobile/ Laptop/ Tablet xi.Content most accessed in Morning/Afternoon/ Evening / Night xiii.Most Time spent in Morning/Afternoon/ Evening / Night xiii.Type of courses most acccessed - Tech/non-tech	 i. Total Logins per User – Frequency of platform access. ii. Forum Participation – Number of discussions, comments, and peer interactions. iii. Resource Downloads/Views – Usage of supplementary learning materials. iv. Gamification Metrics – Badges earned, points scored, and leaderboards. v. Feedback & Surveys – Learner satisfaction and sentiment analysis. 	i. Helps measure the effectiveness of engagement strategies. ii. Identifies highly active and inactive users for targeted interventions.
9	Mandatory Training reports	completion for users who must undergo specific courses.	i. EC ii. Name iii. Gender iv. Location v. Functional Title vi. HOD Name vii. Email id viii. Dept ix. Training 1 (Y/N) x. Training 2 (Y/N)	i. Total Assigned Trainings – Number of mandatory courses assigned. ii. Completion Rate – Percentage of users finishing the training. iii. Pending Users – Users who have not yet started or completed the training. iv. Average Time Taken to Complete – Time spent on each mandatory module. v. Non-Compliance Risk Score – Identifies employees at risk due to incomplete mandatory training.	i. Ensures compliance with organizational or regulatory training requirements. ii. Helps LXP team & HODs to follow up with non- compliant users.
10	Platform Feedback report	Feedback on platform can be submitted by employees.	 Did you like the course\assessment? Y\N How would you rate on scale of 1 to 5. [1- Poor, 2: Below Average, 3: Met expectations, 4: Above expectations, 5: Outstanding/ Excellent] Would you recommend similar training programs for other teams Y\N ? 	i. To analyze the pulse of platform, its quality among the employees.	i. Ensuring quality of the system periodically with view to enhance or improve.
11	Course Feedback Report	Feedback on training content by Employee to be provided to LXP Admin.	i. Multiple questions, configurable by LXP Admin (e.g. How effective do you feel the sessions were in achieving the intended learning outcomes of the participants? How well did the participants engage and interact during the sessions?)	i. To analyze the pulse of course, its quality among the employees.	 i. Ensure course quality is maintained. ii. Based on infrastructure related feedback, corresponding upgrades are planned.
12	Feedback Report for Ext Candidates. Leaderboard Report	Feedback from employees and ext. candidates on the assessment taken. Employees topping the chart for 2 broad categories - (ILT or online trainings): i. Playground assessments ii. Coding Practice iii. Learning journeys iv. Learning Goals v. Top Certifications	i. Open eneded feedback from ext. candidate on the assessment. Custom field selection and report creation from entire database.	i. To know the user experience and satisfaction of ext candidates. i. To know top trending courses	i. To know the pulse of ext candidate on the quality of questions. Report can be by: department\location\gende r\skill\trending popular courses etc. wise.

Each report serves a critical role in tracking and improving learner engagement, performance and compliance. By incorporating these reports, organizations can make data-driven decisions to enhance learning effectiveness and user satisfaction. Report features to include:

- a. Customizable reporting templates with drag/drop of fields
- b. Data export options to Excel, Word, PDF, Image.





- Analytics
 - a) Dashboard builder feature should allow LXP Admin to drag/drop fields and select graph type (Heatmap, spider, bar, etc.).
 - b) Dashboards for all the reports as mentioned in above point.
- Certification Declaration Process
 - a) System should have a functionality where an employee going for an external certificate should declare his certificate which he wants to write
 - b) System approvals from his reporting manager or above i.e. C1 and above in hierarchy should get notified for approval. This would be L1 approval
 - c) Once the certificate is approved from manager it should go to TM head for necessary approvals. This would be L2 approval
 - d) Any rejections at L1 or L2 level would be a rejection of that certificate
 - e) If the certificate declaration is rejected at L1 it should not be moved to L2
 - f) In all scenarios applying, approvals and rejections at L1 and L2 level email notification should be triggered to respective stakeholders
 - g) Once the certification is approved within 90 days an employee should apply for certificate reimbursement
 - h) If an employee surpasses 90 days his request would be treated as null and void

- i) On successful completion of the certification/exam, employee may raise the reimbursement claim within 90 days, he needs to upload his certificate in the system and apply in ERP for approval.
- j) Once the certificate is updated in this it should also reflect in user profile /IDP automatically
- Good to have functionality
 - a) AI based chatbot: that guide learners find what they need or complete a task
 - b) Skill wise analysis of playground assessment results and coding practice.
- Non-Functional Requirements:
 - a. Performance Requirements.
 - i. System should handle concurrent users as per below Projected growth, without degradation of performance.

Year	Jan'26 Dec'26	Jan'27 Dec'27	Jan'28 - Dec'28	Jan'29 - Dec'29	Jan'30 - Dec'30
Emp count	3000	3900	5200	6700	8700
Concurrent User	600	800	1000	1300	1700
Concurrent%	~20%	~20%	~20%	~20%	~20%

- \circ ~20% increment of employees YOY
- \circ $\,$ Current LMS max concurrent user per day is 10% total emp count $\,$
- Current LMS max concurrent user during Playground/Coding challenge 20% total emp count (i.e for 2000 user = 400)
- II. Support for increasing volumes of multimedia content (ie. Videos, documents, etc.) without slowness.
- III. Response time for user interaction should not exceed 2 seconds for normal load and 5 seconds for peak load.
- IV. The platform should have 99.9% uptime and minimal downtime for maintenance or failures.
- V. Implement backup and failover mechanisms to ensure continuity during server failures.
- VI. Capacity Planning
 We will provision 12 servers (96 core)
 System should be scalable to handle more than 20% users, as mentioned in the table below
- VII. Latency requirement: Any page on the application shall open in less than 100 milliseconds, the page should be opened
- Security Requirements
 - a) Data at rest and in transit should be encrypted.
 - b) Compliance with local data protection and privacy regulations. (Digital Personal Data Protection Act, 2023)
 - c) Regular audits and security assessments.
 - d) Data Privacy & GDPR Compliance
- Usability Requirements
 - a) Should be compatible with all devices and browsers

- Technical Requirements
 - a) Hosting & Deployment (Cloud/ On-Prem)
 - i. System\product build should be compatible to be deployed on-premises or Cloud.
 - ii. As per NPCI recommendation, we prefer on-premises solution.
 - iii. Application to be hosted on NPCI servers, in India.
 - iv. There would be 3 system landscape Development, UAT and Production.
 - b) Data Storage & Backup \ Disaster Recovery Strategy
 - i. Proper data storage and backup recovery plan should be provided.
 - ii. BCP\DR plan to be shared.
- Integration Requirements
 - a) Single Sign-On (SSO) Authentication, AD & Mail integration (SMTP)
 - b) Integration with MS Teams
 - c) Integration with External Learning Providers like Udemy, O'reilly Media, Coursera, Pluralsight, etc. for course content and progress tracking.
 - d) Ease of future integrations through API
- Data Migration Requirements
 - a) Existing course content for annual mandatory trainings to be migrated to new platform.
- Implementation & Rollout Plan
 - Phased Rollout Strategy
 - i. <u>Phase I</u> All functional and non-functional scope mentioned above, would be part of Phase I deliverable.
 - ii. <u>Phase II</u> System should be flexible to incorporate below features going forward:
 - a) Course content generation using LLM
 - b) System should allow for future integrations through API, should not be hardcoded.
 - c) Geo-tagging skill wise on location maps.
 - d) AI based learning journeys by identifying skill gaps
- User Training & adoption Plan
 - a) Employees and administrators will receive adequate training to use the new platform effectively.
- Change Management
 - a) Version control for all change controls activities.
 - b) Proper release management plan for any changes
 - c) Change management committee to be formed, based on whose approval's changes can be deployed to production environment
- Assumption & Dependencies
 - a) Development of new content or courses (focus is on platform capabilities).
 - b) Long-term maintenance beyond initial deployment and stabilization phase.
 - c) Development should be completed before Q4-2025, system to be live by end of Q4-2025
 - d) Source code and IP would be retained with NPCI
 - e) The entire application should be built on open-source technology, utilize open-source frameworks and tools and ensure compliance with open-source licenses.
 - f) Development Team should be experienced in open-source technologies, preferably with HR-L&D domain expertise.
 - g) Necessary licenses and permissions for integrating with external platforms will be obtained.

- h) Stakeholders will provide timely feedback and approvals throughout the project lifecycle.
- i) Source code to be stored in centralized repository for NPCI.
- j) Clear documentation for all stages of development and handover process should be present.

<u>SLA</u>

Ensure High Availability and Reliability. Maintain the LXP Portal with a guaranteed uptime of 99.99% per quarter. Uptime shall be calculated using the following formula:

Uptime (%) = [(Total minutes in a quarter - Downtime in minutes in a quarter) \times 100] / Total minutes in a quarter

SLA Penalty

10% of the cost of the yearly maintenance/ support cost penalty will be applicable for breach of SLA during support period. Penalty will be calculated and recoverable on quarterly uptime basis.

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 RFP.

Section 4 - Eligibility Criteria

4.1 Eligibility Criteria

The Eligibility Criteria are furnished below:

A] Start-ups:

Sr.	Eligibility Criteria				
No					
1	The bidder should be incorporated or registered in India under Companies Act/Partnership				
	Act / Indian Trust Act (Annual filling with ROC) and should have the Certificate issued by				
	Department for Promotion of Industry and Internal Trade (DPIIT) or in the process of applying				
	the same and shall be submitted before a formal engagement with NPCI.				
2	The bidder's annual turnover should be less than Rs. 100 crores as per audited financial				
	statements in each of the financial years from the date of registration/ incorporation subject				
	to compliance to Sr. No. 3				
3	The date of incorporation of the bidder should be anywhere between 1 to 10 financial years.				
4	There shall be no continuing statutory default as on date of submitting the response to the				
	tender. Necessary self-declaration along with extract of auditors' report.				
5	Neither the OEM (If Applicable) nor the Bidder should have been currently blacklisted by any				
	Bank or institution in India or abroad.				
6	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid				
	document or has paid or submitted along with the bid submission in case the bid document				
	is downloaded from the NPCI website.				
7	Except for the pre-existing IP of the Bidder, the Bidder has to accept that IP ownership will				
	be with NPCI.				

B] Other than start-ups:

Sr.	Eligibility Criteria	MSME	Other than MSME	
No				
1	Registration and incorporation	The bidder is a Company/ LLP registered in India under the Companies Act or Partnership under Partnership Act at least since last 3 years . a. In case the bidder is the result of a merger or acquisition, at least one of the merging companies should have been in operation for at least 2 years as on date of submission of the bid. b. In case the bidder is the result of a demerger or hiving off, at least one of the demerged company or resulting company should have been in operation for at least 2 years as on the date of submission of bid.	The bidder is a Company/ LLP registered in India under the Companies Act or Partnership under Partnership Act at least since last 5 years . a. In case the bidder is the result of a merger or acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of submission of the bid. b. In case the bidder is the result of a demerger or hiving off, at least one of the demerged company or resulting company should have been in operation for at least 5 years as on the date of submission of bid.	
2	Turnover & profitability	The bidder should have reported minimum annual turnover of Rs.6 crores and should have reported profits (profit after tax) as per audited financial statements in at least	The bidder should have reported the minimum annual turnover of Rs. 15 crores in <u>each</u> of the last 3 financial years and should have reported profits (profit after tax) as per	

		<u>2 out of last 3</u> financial years (FY 2021-22, 2022-23, 2023-24).	audited financial statements in each of the last 3 financial years (FY 2021-22, 2022-23, 2023-24).
		In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered.	In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered.
		In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.	In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
3	Governance - Statutory obligations	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self- declaration along with extract of auditors' report.	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self- declaration along with extract of auditors' report.
4	Blacklisting	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad
5	Bid cost	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission.	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission.
6	Legal Cases	Open Legal cases as per last court order, declaration to be submitted by legal counsel of the bidder.	Open Legal cases as per last court order, declaration to be submitted by legal counsel of the bidder.
7	Intellectual Property Rights	Except for the pre-existing IP of the Bidder, the Bidder has to accept that IP ownership will be with NPCI.	Except for the pre-existing IP of the Bidder, the Bidder has to accept that IP ownership will be with NPCI.

Section 5 - Instruction to Bidders

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

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 Folder A, B and C.

5.4 Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the bidding Documents may notify NPCI in writing through email any time prior to the deadline for receiving such queries as mentioned in Section 1. The subject of the email while sending pre-queries should be <u>titled</u> "Pre-bid queries - RFP for Development of learning Experience Platform - NPCI/RFP/2025-26/IT/03 dated 15.05.2025"

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

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

Replies to all the clarifications, modifications received will be replied over 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 Addenda to the bidding documents, which will be shared over email. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
- 3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its sole and absolute discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be shared over email.
- 4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

The electronic / wire transfer can be done to designated NPCI bank account as detailed below: Account Name: National Payments Corporation of India Bank Name: ICICI Bank Account No: 039305002962

IFSC Code: ICIC0000393

While transferring bid cost and EMD from their Bank account to NPCI bank account, the bidder shall clearly mention the RFP number and RFP description in the transfer details, failing which the bid is liable to be rejected.

The bidder shall also submit the evidence of the transfer / remittance proof of <u>bid cost with</u> details of the transfer with consequent dates and bank name <u>in Envelope A while submitting their bid</u>. 1.

5.6 Period of Validity of Bids

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

5.7 Extension of period of validity

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request the bidder's 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.

5.8 Format of Bid

The bidder shall prepare one copy (one PDF copy marked as ORIGINAL) of the Eligibility and Technical Bid only. The commercial bid will be submitted as password protected PDF file.

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

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

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

5.10 Envelope/Folder bidding process

The Bid shall be prepared in 3 different folders i.e. Folder A, Folder B and Folder C. Each of the 3 folders shall then be sealed and put into an outer Envelope/Folder marked as **"RFP for development of Learning Experience Platform - NPCI/RFP/2025-26/IT/03 dated 15.05.2025.**

Bids should be submitted through <u>email.</u> Folder A (Eligibility) & Folder B (Technical) and Folder C (Commercial) to the following email ids: <u>benny.joseph@npci.org.in</u> <u>karan.thakkar@npci.org.in</u> <u>brijendra.yadav@npci.org.in</u> <u>nisha.rodi@npci.org.in</u>

5.11 Contents of the 3 Envelope/Folder

Folder A - Eligibility Bid

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

- 1 Annexure A1 Bidder's Letter for Bid cost (along with evidence of transfer in the form of Electronic transfer)
- 2 Annexure A2 Performance Bank Guarantee Format
- 3 Bid Offer form (without price) Annexure B
- 4 Bidder Information Annexure C
- 5 Declaration of Clean Track Record by Bidder Annexure D
- 6 Declaration of Acceptance of Terms and Conditions Annexure E
- 7 Declaration of Acceptance of Scope of Work Annexure F
- 8 Power of Attorney for signing of bid Annexure G
- 9 Eligibility Criteria Matrix Annexure H
- 10 Declaration of Legal cases by bidder Annexure I
- 11 Declaration of IP ownership with NPCI Annexure J
- 12 Audited Balance Sheet and Profit and Loss Statements, Auditors Reports & Notes to accounts for last 3 years
- 13 CA Certificate that the total turnover has never crossed Rs. 100 Cr since incorporation / registration (if more than 3 years) (only in case of Start-ups)
- 14 All necessary supporting documents as per Annexures
- 15 RFP document duly sealed and signed by the authorized signatory on each page
- 16 All necessary supporting documents

Envelope/Folder B - Technical Bid

The following documents shall be inserted inside Folder B:

- 1 Client Details for Annexure K
- 2 Technical Proposal Annexure L
- 3 Masked Price Bid (Annexure M & N)

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

Folder C - Commercial Bid (should be password encrypted)

- 1 Commercial Bid Form Annexure M
- 2 Commercial Bid Annexure N
- 3 Detailed Bill of Material Annexure O

5.12 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 RFP, are liable for rejection.

5.13 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.14 Bid Language

The bid shall be in English language.

5.15 Rejection of Bid

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

- a) Does not bear signature of authorized person.
- b) Is received through Fax.
- c) Is received after expiry of the due date and time stipulated for Bid submission.
- d) Is incomplete / incorrect.
- e) Does not include requisite documents.

- f) Is Conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.
- h) No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

5.16 Deadline for Submission

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

5.17 Extension of Deadline for submission of Bid

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

5.18 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 any inconsistencies.

5.19 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.

5.20 Right to reject, accept/cancel the bid

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

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

5.21 RFP Abandonment

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

5.22 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

- Stage 1 -Folder 'A' i.e. <u>Eligibility</u> bid and Folder 'B' i.e. <u>Technical</u> bid will be evaluated. Only those Bidders who have submitted all the required forms comply with the eligibility and technical criteria will be considered for further evaluation.
- Stage 2 -Folder 'C' i.e. Commercial bid of those Bidders who qualify the eligibility and technical criteria will be evaluated. NPCI reserves the right to conduct Reverse Auction (RA) or Price discussion mechanism or both to arrive the exact price and successful bidder.

5.23 Single bid

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

5.24 Price discovery method:

Bidder to submit their best price. NPCI reserves right to discover the lowest price through the <u>Reverse</u> <u>Auction</u> and/or may be deliberated through <u>Price Discussion Committee</u> if so opted by NPCI management. If first Reverse Auction does not result successful, NPCI reserves the right to call technically qualified bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct the 2nd Reverse Auction or otherwise shall be communicated to technically qualified bidders.

5.25 Contacting NPCI

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

Section 6 - Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 stages:

Stage 1 - In the first stage the Eligibility bid i.e. Folder 'A' and Technical Bid i.e. Folder 'B' will be opened.

Stage 2 - Commercial bids i.e. **Folder 'C'** will be opened for technically qualified bidders for finalizing the prices through the Reverse Auction or the Price discussion method if so opted by NPCI management.

6.2 Opening of Eligibility and Technical Bids

NPCI will open eligibility bids (Folder 'A') and technical bid (Folder 'B') on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time.

6.3 Opening of Envelope/Folder C - Commercial Bids

Bidder to submit their best price. Commercial bids will be opened for Reverse Auction <u>or</u> Price discussion (PDC) method with technically qualified bidders if so opted by NPCI management. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website i.e. www.npci.org.in.

Section 7 - Bid Evaluation

7.1 Examination of Eligibility Bids

NPCI will examine the bids to determine whether they are complete; whether the required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether the 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 technical evaluation. 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. 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 may interact with the Customer references submitted by Bidder, if required.

7.2 Examination of Technical Bids

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

- a. Compliance to Technical Specifications as specified in the RFP.
- b. NPCI reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- c. Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.
- d. Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed hardware are to be enclosed.
- e. 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.
- f. NPCI may interact with the Customer references submitted by bidder, if required.
- g. NPCI reserves the right to shortlist bidders based on technical evaluation criteria.
- h. Bidder should re-submit 2 detailed Bill of material, BOM (one with commercial to IT procurement team and another without commercial to user team) within 3 days if there are any shortfall in BOM found during technical presentation.

Technical Scoring Matrix			
SN	Description	Score	
1	Technical Requirements compliance		
2	Should have Product Development experience LXP Development would be preferable		
3	Experience in deployment of Platform in FinTech & BFSI domain could be an additional advantage		
4	Bidder credentials, Experience, and past performance on similar contracts		
5	 Non-Negotiables (Features) 1) Playground Assessment 2) Coding Arena 3) Feature to create Learning Journey 4) Reporting & Analytics on Power BI or Tableau dashboards 5) IP of the developed source code 6) Servers and should be in India 7) APIs to integrate with external platform and real time data 		

7.3 Technical Scoring Matrix:

	Technology Stack:	
5	Select modern, widely adopted programming languages, frameworks, and databases for long-term support and developer availability. Advance Open source / Full stack preferred	
	User Interface (UI) and User Experience (UX):	
6	Responsiveness across devices, Customizable theme (tailor look & feel of platform), Seamless navigation	
	Content:	
	Support integration with external content providers (e.g., LinkedIn Learning, Udemy)	
7	Support multiple content types (videos, articles, quizzes, assessments, podcasts, etc.)	
	Embedded with AI Solution to provide as the better insights and better customer experience.	
	Security and Privacy:	
8	Data Protection: Implement encryption (TLS/SSL) for data in transit and at rest	
ŏ	Compliance: Ensure adherence to GDPR, CCPA, HIPAA, or other applicable regulations	
	Access Control, Audit Logging	
	Development, Deployment and Project Management Plan	
9	Proposed team structure	
	Skill sets of teams	
	Delivery plan	
	Post go live support	
10	Presentation	
Total		100

Scoring Matrix: Bidders scoring a minimum of <u>75 % marks</u> would be eligible for the commercial bid opening.

Basis technical presentation if there are any changes in the Scope of Work/BOM, bidders are expected to share the updated Scope/BOM with commercials to IT procurement and Scope/BOM without commercials to business user team within 3 days. NPCI reserves the right to disqualify bidders who do not share the updated/revised BOM within 3 days.

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

7.4 Evaluation of Commercial Bids:

NPCI reserves the right to discover the lowest price through the Reverse Auction <u>OR</u> Price discussion mechanism or both if so opted by NPCI management. NPCI will inform the method of price negotiation to technically qualified bidders.

If first Reverse Auction does not result successful, NPCI reserves the right to call technical qualified bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or otherwise shall be communicated to technically qualified bidders. In case, Commercial evaluation

will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website i.e. <u>www.npci.org.in</u>

7.5 Successful Evaluated bidder:

The bidder with lowest commercial bid as per Clause 7.4 will be declared as the successful bidder.

In case such successful bidder fails to start performing the work required under the Purchase order/Contract, NPCI reserves the right to cancel the Purchase Order/ Contract and de-bar such bidder from participating in future RFPs/ enquiries, if though fit so to do by NPCI. NPCI decision in this respect shall be final and binding on the bidders.

NPCI reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder. In case the 2nd lowest bidder is unable to match the L1 price, NPCI reserves the right to place order with the shortlisted L3 bidder and so on.

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in Clause # 7.5, and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award / Purchase Order to the selected Bidder. Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.

8.2 Term of the Order

• The term of the Purchase Order ("PO") shall be for a period of three (3) years from the date of execution of this Purchase Order ("Term") during which the price of the Deliverables as specified in clause no. 8.9, shall remain fixed. Subsequent purchase orders, with varying quantities, if any, issued as when requirement arises during the Term, shall be on the same price as indicated in this Purchase Order.

8.3 Acceptance Procedure

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

8.4 Performance Bank Guarantee

The successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) as per format mentioned in Annexure 3, equal to 10% of total value of the Purchase order (exclusive of taxes), valid for term of the order, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, NPCI shall be entitled to withhold an amount equal to the value of the PBG from the payments due to the successful bidder. PBG may be invoked in case of violation of any of the Terms and Conditions of this Purchase Order and in case of deficiency of the services provided by successful bidder.

8.5 Taxes and Duties

- All taxes are deductible at source, if any, shall be deducted at as per then prevailing rates at the time of release of payments.
- Prices shall be exclusive of all taxes.
- The bidder shall meet the requirements of applicable Goods & Services Tax (GST).
- If the invoice raised in any financial year is not settled on or before 30th September of the next financial year, the bidder would be liable to provide a fresh invoice or will accept payment without reimbursement of the GST portion related to such invoice.
- All taxes, if any, shall be deducted at source as per the prevailing rate at the time of release of payments. In case the successful bidder is eligible for "No deduction" or "Lower rate for deduction" of applicable tax at source than the rate prescribed by the Income Tax Act then, the successful bidder shall submit the necessary certificate issued be competent Income Tax authority valid for the period pertaining to the payment. The successful bidder shall meet the requirements of the extant GST legislation.
- If NPCI requests, the successful bidder shall confirm to NPCI in writing that the GST amount charged in invoice is declared in its GSTR-1 and GSTR-3B and payment of GST and other requisite taxes in relation to the invoice has been made. NPCI, in its sole discretion, may decide in consultation with the successful bidder that the invoice will be paid in two batches (i) Base Amount (ii) Tax Amount. NPCI, in its sole discretion, may decide that tax Amount will be paid only after the successful bidder provides sufficient proof that the GST amount charged in invoice is declared in its GSTR-3B and payment of requisite taxes has been made.

- The successful bidder agrees to ensure proper discharge of tax liability within statutory time periods with respect to all payments made or to be made to the successful bidder by NPCI. In the event of failure, non-compliance by the successful bidder with the extant GST legislations/Rules and the terms of this clause (including non-compliance that leads to input tax credit not being available to NPCI), NPCI shall be entitled to not release payment and payment shall be kept on hold till such discrepancy is resolved by the successful bidder. Such holding of payments by NPCI shall not be a breach of its obligations under this Purchase Order. In case of any disputes due to non-matching of GST credit, same shall be resolved by the successful bidder within 30 days of intimation by NPCI, failing which NPCI shall not remit the invoice amount.
- NPCI reserves the right to impose penalty of such amount as may be determined by it up to the value of GST amount involved and any corresponding damages as it may feel appropriate resulting from the successful bidder's breach of any condition or Rule/Regulation of the extant GST legislations or any other applicable tax laws/regulations.

8.6 Invoicing Requirements:

- Invoice/debit note/credit note needs to be issued within 30 days from the date of provision of deliverables or completion of Services. Further, the invoices/debit note/credit note must cover all the particulars prescribed under GST Invoice Rules. The successful bidder agrees to comply with invoicing requirements as per GST Invoice Rules and the terms of this clause (including einvoicing requirements) and/or any other requirement as may be notified by the tax authorities from time to time.
- The successful bidder invoices/debit note/credit note should be received by NPCI within 2 weeks from the date of issue of invoice.
- The successful bidder has the obligation to raise invoices/debit note/credit note basis the correct addresses and registration number of the relevant NPCI branch as listed in the Purchase Order

8.7 Timely Provision of Invoices/ Debit Note/ Credit Note:

All necessary invoices and/or adjustment entries to an invoice (Credit Note, Purchase Returns, and Debit Notes) shall be submitted to NPCI by the successful bidder before September of the succeeding financial year.

8.8 Right to audit:

NPCI reserves and local home country regulator right conduct the / the to audit/inspection/assessment/review of successful bidder to ensure successful bidder's compliance the agreed SLAs, documentation, security controls undertaken in this RFP and subsequent PO. The frequency and scope of audit shall be determined by NPCI/home country regulator in their sole discretion and the same shall be notified to successful bidder prior to undertaking such audits and be conducted on mutually agreed terms. The audit/inspection/assessment/review of the successful bidder as aforesaid may be conducted by NPCI/home country regulator or by an independent and competent third party appointed by the authorities, the details which will be shared with the successful bidder. The scope of the inspection/assessment will include assessing adherence to the agreed upon service level agreement ("SLA") in the RFP and subsequent PO or any other documentation signed between the Parties, implementation of baseline cyber security controls by the successful bidder, to ensure error free operation, successful bidder's compliance to the requirement of any security incident reporting during the performance under the then issued PO, adherence to security protocols, if any, agreed to in the PO. The cost of audit by NPCI will be borne by NPCI and NPCI shall endeavour to give reasonable prior notice to the successful bidder before conducting the inspection/assessment. The assessment / inspection findings and any discrepancies or non-compliances unearthed in the audit shall be required to be addressed and rectified by the successful bidder within the timelines prescribed by NPCI upon mutual discussion with successful bidder.

8.9 Key Deliverables

- Development of LXP Platform
- Deployment Plan and Configurations
- Training Materials and Documentation
- Post-Deployment Support Plan

For detailed scope of work please refer to the SOW section 3.1

8.10 Delivery schedule

The successful bidder shall commence the services within 6 Months from the date of receipt of the Purchase Order.

8.11 Delivery Address

Resources shall be deployed at the following address.

National Payments Corporation of India 1st & 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon east, Mumbai - 400063 Phone - 022 4050 85008.

8.12 Penalty for default in delivery

If Bidder does not provide the deliverables listed in Clause # "Key Deliverables" as per the delivery schedule agreed under this Purchase Order, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall be entitled to impose a penalty as given below:

- Non-Delivery of above-mentioned Deliverables: penalty shall be imposed on Bidder at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% shall be payable by bidder.
- In case the delay exceeds 10 days beyond the stipulated delivery period, NPCI reserves the right to cancel the Purchase Order without prejudice to other remedies available to NPCI under this Purchase Order.
- Without any prejudice to NPCI's other rights under the Purchase Order and any applicable law(s), NPCI may recover the delay penalty amount, if any, accruing to NPCI, from any amount payable to bidder, under the Purchase Order.

8.13 Service Level Requirements (SLA)

10% of the cost of the yearly maintenance cost penalty will be applicable for breach of SLA during warranty and AMC period. Penalty will be calculated and recoverable on Annual uptime basis.

8.14 Prices:

Price shall remain fixed for a period of 3 year from the date of Notification of award / 1st Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

8.15 Repeat Order:

NPCI reserves the right to place Purchase Orders with the selected bidder(s) for any or all of the goods and/or services included in the Solution at the agreed unit rate for individual categories of purchase order during the term of the order (2 years) from the date of award / 1st Purchase Order.

8.16 Payment Terms:

Payment Milestone as follows:

- 1) Implementation 100% on Go Live of Project
- 2) Support Quarterly in arrears
- 3) Change Request / Customization Post Go Live of respective CR

Payment shall be released monthly in arrears within 30 days from the date of receipt of invoice along with submission of supporting document duly verified by NPCI officials.

8.17 Confidentiality

The successful bidder shall treat the details of the PO and other contract documents executed between NPCI and the successful bidder as secret and confidential. The successful bidder shall execute separate NDA on the lines of the format provided in the Annexure Z hereof.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the Successful bidder shall use all reasonable endeavors to assist NPCI in recovering and preventing such third party from using, selling or otherwise disseminating of such information. The Parties' obligations under this Section shall extend to the non-publicizing of any dispute arising out of PO.

The terms of this clause shall continue in full force and effect for a period of five (3) years from the date of disclosure of such Confidential Information.

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

8.18 Indemnity

The bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty, etc.

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

8.19 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

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

8.20 Obligations of the Bidder

<u>Standard of Performance</u>: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with third parties. <u>Prohibition of Conflicting Activities</u>: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under this RFP.

8.21 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" herein under.
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at NPCI's locations.
- c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the bidders prior to expiry of time for awarding the final bid / the contract. The Bidder should perform a reverse transition mechanism to NPCI or its selected bidder. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / bidder nominated by NPCI. Where NPCI elects to transfer the responsibility for service delivery to a number of bidders, NPCI will nominate a bidder who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- d) The reverse transition services to be provided by the Bidder shall include the following:
 - i. The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating the Devices.
 - ii. Bidder shall provide adequate documentation thereof.
 - iii. The Bidder shall jointly manage the Devices with NPCI or designated team for a reasonable period of time
- e) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the Deliverables under this RFP/Purchase Order/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services.
- f) The rates for availing services during reverse transition period would be the same as payable during the contract period for the respective services as contained and provided in this RFP.
- g) During which the existing Bidder would transfer all knowledge, know-how and other things necessary for NPCI or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
- h) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- i) NPCI and the successful bidder shall together prepare the Reverse Transition Plan. However, NPCI shall have the sole decision to ascertain whether such Plan has been complied with.
- The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/Purchase Order/contract it would extend all necessary support to NPCI or its selected bidders as would be required

8.22 Extension of Contract

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP or subsequent Purchase Order / Contract, as shall be entered by NPCI with the Bidder, to the satisfaction of and as decided by the NPCI up to a period of 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 months' 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.

8.23 Order Cancellation

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

- i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- ii. Serious discrepancy in the quality of service expected.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

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

8.24 Termination of Purchase Order/Contract

<u>For Convenience:</u> NPCI, by written notice sent to Bidder, may terminate the Purchase Order/ contract in whole or in part at any time for its convenience giving three months' prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. NPCI shall consider request of the bidder for pro-rata payment till the date of termination.

<u>For Insolvency</u>: 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.

<u>For Non-Performance</u>: 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).

8.25 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favorable terms than those contained in this RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to NPCI.
- NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies NPCI may be entitled to hereunder or at law and shall not affect any accrued rights or

liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

• Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtains discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.26 Force Majeure

For purpose of this clause, "Force Majeure" means an unforeseeable event beyond the control of the successful and not involving NPCI or the successful bidder's fault or negligence.

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 labor 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 not be liable for non-performance of delay in performance of its obligations contained herein provided the party so affected uses its best efforts to remove such cause of non-performance, and when such cause is removed the party shall continue performance in accordance with the terms of the Purchase Order.

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 continues for more than twenty (20) days, either party shall be entitled to terminate the Purchase Order at any time thereafter by giving written notice to the other party.

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

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

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

5. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

8.28 Compliance with Applicable Laws of India

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

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

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

8.29 Legal Compliances:

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

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

8.30 Intellectual Property Rights:

- 8.30.1 Broad Understanding:
 - a) The bidder shall retain ownership (IP) of their core/base product and can sell that product in the market.
 - b) 2. The IP of customization of the base product shall only be restricted to NPCI & not for any business purpose to the bidder.
 - c) NPCI shall have unlimited deployment & modification rights including subsidiaries.

8.30.2 Detailed Understanding:

- a) Except for prior existing Intellectual Property Rights of the Parties, the Parties agree that NPCI shall be sole and exclusive worldwide owner of all Deliverables, and all Intellectual Property Rights in such Deliverables. The ownership of such Deliverables shall vest in NPCI upon creation thereof. The Service Provider shall promptly disclose in writing to NPCI regarding each Deliverable that is developed as a result of or in connection with the Services. With respect to each disclosure, the Service Provider shall indicate the features or concepts that it believes to be new or different, if applicable.
- b) Except for prior existing Intellectual Property Rights of the Parties, the Service Provider acknowledges that such Deliverables shall be considered "works for hire" commissioned by, paid for and owned by NPCI as the first owner of all such intellectual property and all Deliverables created and provided under this Agreement. To the extent any Deliverables may not be considered a work commissioned for hire under Applicable Law or ownership does not vest in NPCI on creation, Service Provider hereby irrevocably and perpetually assigns, transfers and conveys, to NPCI without further consideration (having already received valuable consideration), any all of Service Provider's worldwide, right, title and interest in and to the Intellectual Property Rights in such Deliverables. The Service Provider acknowledges that NPCI or its designated assigns shall have the right to obtain and hold in their own name any Intellectual Property Rights in and to such Deliverables anywhere in the world. The Service Provider shall provide such further assurances, take such action, and execute such further documents and instruments as NPCI may request (including but not limited to NOCs and assignment deeds/agreements) in order to carry out the purposes of this Clause of this Agreement and, in particular, to register or otherwise secure patent, copyright, trademark, service mark or other intellectual property protection in all countries as may requested by NPCI. Without prejudice to the generality of the above, Service Provider shall, upon delivery to NPCI of the Deliverables and upon request by NPCI, shall, promptly execute assignment agreement thereby recording the transfer and assignment of all rights, title and interest in the Deliverables in favour NPCI in the format prescribed by NPCI. The Service Provider has in place and shall get all such waivers from its Personnel or any third parties as may be required for the perfection of NPCI's title over the Deliverables, including any waiver of moral rights. To the extent required for the Service Provider to discharge its obligations herein, the Service Provider shall cause the Service Provider Personnel to assign, transfer and convey any rights or execute any other documents as may be required to perfect NPCI's rights over the Deliverables. The Parties further agree that the failure of NPCI to exercise any rights over the Deliverables as contemplated herein within one (1) year shall not cause the assignment of any rights, as applicable, to lapse and the Parties expressly waive the application of Section 19 (4) of the Indian Copyright Act, 1957.
- c) The Service Provider shall notify NPCI of any Open Source Software or other Third Party Software it proposes to embed into or create a dependency on or otherwise make necessary for the proper functioning of the Deliverables. The Service Provider shall, prior to embedding, using or creating a dependency, notify of the applicable license terms for the Open Source Software and/or Third Party Software it proposes to use. NPCI shall then review such licenses and provide its written consent or reject for the use of such software by the Service Provider.
- d) Service Provider shall ensure that all Deliverables will function fully and properly without the need of any Open Source Software, Third Party Software or Third Party Material except for Open Source Software, Third Party Software or Third Party Material specifically

approved by NPCI and listed in the applicable Purchase Order or SOW, as the case may be. The Service Provider shall further ensure that:

- e) The Service Provider complies with the licensing terms applicable to all NPCI approved Open Source Software, Third Party Software or Third Party Material that are referred to in Clause 12.3 above, irrespective of whether NPCI procures and supplies such software to the Service Provider or whether the Service Provider procures such software on behalf of NPCI; and
- f) The Service Provider shall ensure that no Open Source Software shall be supplied to NPCI or used by Service Provider in relation to the Services or Deliverables which would require NPCI or the Service Provider to disclose any source code of, or which could restrict NPCI's right to (i) use for business purposes and commercialise the Services and Deliverables; (ii) perfect and maintain its title the Deliverables, in accordance with the Agreement; or (iii) disclose to, or share the Services and Deliverables with, any relevant open source community.
- g) In the event any third party intellectual property or prior existing Intellectual Property Rights of the Service Provider is to be integrated in the Services or the Deliverables or any part thereof created by the Service Provider, the Service Provider shall procure prior written approval from NPCI before integrating such third party intellectual property with the Services or the Deliverables and agrees to procure for NPCI, at its own cost and expense, a non-exclusive, irrevocable, fully transferable, perpetual, worldwide, royalty-free, fully paid-up license to use, and modify such third party intellectual property integrated. NPCI shall co-operate with the Service Provider in executing all such assignments, oaths, declarations, and other documents to effect the foregoing. The Service Provider further grants NPCI a non-exclusive, irrevocable, transferable, sub-licensable, royalty free, worldwide and perpetual right to use any material or intellectual property owned or licensed by the Service Provider and which is required by NPCI for deriving full benefit and enjoyment of the Deliverables. In the event any Open Source Software is to be integrated in the Services or the Deliverables or any part thereof created by the Service Provider, the Service Provider shall procure prior written approval from NPCI before integrating such Open Source Software with the Services or the Deliverables.
- h) The Service Provider covenants that all the Deliverables will include source code, object code and documentation sufficient to allow a reasonably knowledgeable and experienced programmer to maintain and support the Deliverables.
- Any Software or Materials created/ developed/ licensed or purchased independently by a Party prior to the Execution Date and independently of the Services being provided under the Agreement ("Background IP") shall be owned by and shall vest with such party creating/developing such Software or Materials.
- j) NPCI shall have the right to approve the introduction of any Service Provider Background IP prior to the Service Provider's use of such Materials or Software to provide the Services. The Parties shall mutually agree on any applicable terms for the Service Provider's support as may be required in respect of Service Provider Background IP after termination or expiration, provided that these terms shall be no less favourable than offered by the Service Provider to similar entities in similar circumstances.
- k) To the extent that any Service Provider Background IP is embedded or forms a part of or is in any manner required for the use of any Deliverables or any derivative works thereof, the Service Provider hereby grants to NPCI and any or third party contractors of NPCI, an irrevocable, perpetual, non-exclusive, global, royalty-free, enterprise wide right and license to access use, execute, reproduce, display, perform, modify, enhance, distribute, sublicense and create derivative works of the Service Provider Background IP to the extent required for the full use, exploitation or modification of such Deliverables.
- l) To the extent any NPCI Background IP or any Deliverable is required for the provision of Services by the Service Provider, NPCI shall grant a non-exclusive, limited, revocable,

nontransferable license to the Service Provider to use such NPCI Background IP/ Deliverable or portion thereof as may be required by the Service Provider solely for the purpose of effectively rendering Services in accordance with the terms of this Agreement and the applicable SOW, during the Term of this Agreement or the SOW, as the case maybe. The term of the aforesaid license shall be co-terminus with this Agreement

- m) The Service Provider undertakes that neither the Service Provider nor any Service Provider Personnel or Subcontractors shall seek any rights over the Deliverables and/or NPCI Background IP or part thereof or in any manner challenge or question the ownership of NPCI over the Deliverable and/or NPCI Background IP. The Service Provider hereby irrevocably and unconditionally waives any past, present or future rights, claims and/or causes of action of any kind in respect of the Deliverable, against NPCI.
- n) The Service Provider shall not have the right to assign or subcontract any of its rights or transfer or delegate any of its duties hereunder to any other third party without the express prior written consent of NPCI (such consent shall not be unreasonably withheld by NPCI), and any assignment, transfer or delegation, whether express or implied, carried out without the prior written consent of NPCI shall be void and shall constitute a breach of and a default by Service Provider under the terms and conditions of the Agreement. However, NPCI shall have the right to assign any of its rights or transfer/delegate any of its duties or assign, lease, sell or transfer entire Deliverables or part thereof to a third party or to its own affiliate or subsidiary companies without the express prior written consent of or intimation to Service Provider. NPCI and its group companies/Affiliates shall be entitled to use the Deliverables in any manner as deemed fit by NPCI and its group companies and the possession or use of the Deliverables shall not be adversely affected, disturbed or interrupted by Service Provider or any entity asserting a claim under or through Service Provider or otherwise.
- o) The Service Provider hereby agrees that it shall not use any functional and technical specification pertaining to the Deliverables by creating or developing any software, code or solution for any third party anywhere in the world or otherwise and shall not infringe the Intellectual Property Rights of NPCI by providing any such software, code or solution to any third party

8.31 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.

8.32 Solicitation of Employees

Both NPCI & successful Bidder 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 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 project 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.

8.33 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.

8.34 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.

8.35 Fraudulent and Corrupt Practice

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

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

8.36 Cyber Incident Reporting:

- 1.1 Supplier acknowledges that the Government of India has declared the computer resources relating to certain products of NPCI, being Critical Information Infrastructure of NPCI and the computer resources of its associated dependencies to be protected systems for the purpose of the Information Technology Act, 2000. In this regard, Supplier agrees and undertakes to report to NPCI the occurrence of all Cyber Incidents (defined below).
- 1.2 For the purposes of this clause, "Cyber Incidents" shall mean an attempted breach or breach in the information security systems of Supplier and or any unauthorised access to or breach in the information technology-based systems of Supplier, include:
 - 1.2.1 Targeted scanning or probing of critical networks or systems.
 - 1.2.2 Unauthorized access of Information Technology systems or data
 - 1.2.3 Defacement of website or intrusion into a website and unauthorized changes such as inserting malicious code, links to external websites etc.
 - 1.2.4 Malicious code attacks such as spreading of virus/worm/Trojan/Bots/Spyware/ Ransomware/Crypto miners.
 - 1.2.5 Attack on servers such as database, mail and DNS and network devices such as routers
 - 1.2.6 Identity theft, spoofing and phishing attacks.
 - 1.2.7 Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks
 - 1.2.8 Attacks or malicious/suspicious activities affecting systems/servers/networks/ software/ applications related to Big Data, blockchain, virtual assets, virtual asset exchanges, AI (Artificial Intelligence) & ML (Machine Learning), automation, robotics,
 - 1.2.9 Data breaches
 - 1.2.10 Data leaks
 - 1.2.11 Attacks or incidents affecting digital payment systems.
 - 1.2.12 Attacks through malicious mobile apps.
 - 1.2.13 Unauthorized access to social media accounts
 - 1.2.14 Attacks or malicious or suspicious activities affecting cloud computing systems, servers, software, or applications.
 - 1.3 In the event Supplier finds any malware and/or if any Cyber Incident occurs, Supplier shall promptly notify NPCI of the same, in writing and ensure the following:
 - 1.3.1 The intimation of malware and Cyber Incident should be reported within 24 hours of the detection of such incident.
 - 1.3.2 Communication should be sent to csirt@npci.org.in

- 1.3.3 The communication should be clear and concise, providing all the necessary information about such incidents, including the steps that are being taken to address the issue and minimize any potential damage.
- 1.3.4 The communication should clearly articulate the impact it may have on NPCI, as well as any potential risks or vulnerabilities that may be exposed and perceived threats to Supplier's organization systems, data, or operations.
- 1.3.5 It should also provide guidance on what steps Supplier will take to protect themselves from any potential threats or vulnerabilities that may arise because of the incident.
- 1.4 The Service Provider agrees that any failure to comply with the above-mentioned obligation will constitute a material breach of the PO and NPCI will have the right in its sole discretion to terminate the PO immediately and without any liability.
- 1.5 Additionally, without prejudice to NPCI's rights and remedies, NPCI has the right to claim 1% (one percent) of the total PO value for each event of failure of reporting a Cyber Incident by Supplier (as per clauses above) or claim a total amount of Rs 50,000 from Supplier for such failure, whichever is higher.

8.37 Data Protection:

- 1.1. Supplier shall comply with:
 - 1.1.1. all laws relating to privacy, confidentiality or security of information including but not limited to Information Technology Act, and any and all rules and guidelines issued by the Reserve Bank of India from time to time (collectively, "Privacy Laws"); and
 - 1.1.2. best industry standards and practices concerning privacy, data protection, confidentiality and information security.
- 1.2. Supplier shall, in accordance with industry standard practices and all applicable Privacy Laws, establish controls to ensure confidentiality of all Confidential Information of NPCI.
- 1.3. Supplier shall provide and maintain an appropriate information security risk management structure and operational processes which are compliant with the applicable laws and any guidelines, notices or circulars issued by NPCI from time to time. Further, Supplier shall be responsible for reporting any fraud, cyber-attack or suspicious activity during the provision of Deliverables or in relation to the Confidential Information of NPCI immediately to NPCI.

8.38 Governing Language

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

8.39 Addresses for Notices

Following shall be address of NPCI and Bidder NPCI address for <u>notice purpose</u>:

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

Section 10 - Documents forms to be put in Folder A

Annexure A1 - Bidder's Letter for Bid cost

То

The Chief Executive Officer National Payments Corporation of India, 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

Subject: NPCI/RFP/2025-26/IT/03 dated 15.05.2025 for "Request for Proposal for development of Learning Experience Platform at NPCI".

We have enclosed an bid cost in the form of a - UTR No No. _____ issued by the branch of the ______Bank, for the sum of Rs. _____ (Rupees _____). (Documentary evidence attached for reference.

Thanking you,

Yours faithfully,

Annexure A2 - Performance Bank Guarantee Format

Date:

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA 1001A, B wing 10th Floor, ss 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

Performance Bank Guarantee No:

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

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required to be submitted by the Supplier to NPCI.

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

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

Notwithstanding anything contained in the foregoing:

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

This bank guarantee is valid upto ------.

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

Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ------- (Bank)------------ (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ------ (date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and ------ (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.

This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to ----------- (Bank & Its Address), upon (a) its discharge by payment of claims aggregating to Rs. ------(Amount in figures & words); (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) Claim Expiry Date (date should be one year from the date of expiry of this Bank Guarantee). All claims under this Bank Guarantee will be payable at ---------- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

Annexure B - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

То

The Chief Executive Officer National Payments Corporation of India 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

Dear Sir,

Subject: NPCI/RFP/2025-26/IT/03 dated 15.05.2025 for "Request for Proposal for development of Learning Experience Platform at NPCI".

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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

Yours sincerely,

•

Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Company/Firm: Address

Annexure C - Bidder Information

	Details of the Bidder			
1	Name of the Bidder			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Pvt Ltd)			
	Details of Incorporation of the	Date:		
4	Company.	Ref #		
5	Valid Sales tax registration no.			
6	Valid Service tax registration no.			
7	Permanent Account Number (PAN)			
8	Goods & Services Tax (GST) Registration Numbers			
9	City			
10	State			
11	Pin Code / State Code			
12	GSTIN Number			
13	HSN Number			
14	Name & Designation of the contact person to whom all references shall be made regarding this tender			
15	Telephone No. (Cell # and Landline # with STD Code)			
16	E-Mail of the contact person:			
17	Website			
	Financial Details (as per aud			
18	Year	2021-22	2022-23	2023-24
19	Net worth			
20	Turn Over			
21	PAT			

(Bidder's Letter Head)

Dated this...... Day of......2025

(Signature)

(Name) Duly authorized to sign Bid for and on behalf of (In the capacity of)

Annexure D - Declaration for Clean Track Record (Bidder's Letter Head)

То

The Chief Executive Officer 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 **Request for Proposal for development of Learning Experience Platform at NPCI vide NPCI/RFP/2025-26/IT/03 dated 15.05.2025".** I hereby declare that my company has not currently 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.

Yours faithfully,

Annexure E - Declaration for Acceptance of RFP Terms and Conditions (Bidder's Letter Head)

То

The Chief Executive Officer 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 **Request for Proposal for development of Learning Experience Platform at NPCI vide NPCI/RFP/2025-26/IT/03 dated 15.05.2025.** I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Annexure F - Declaration for Acceptance of Scope of Work (Bidder's Letter Head)

То

The Chief Executive Officer 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 **Request for Proposal for development of Learning Experience Platform at NPCI vide NPCI/RFP/2025-26/IT/03 dated 15.05.2025.** I declare that the scope of work as mandated in the RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Annexure G - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we ________ (name of the company and address of the registered office) do hereby appoint and authorize _________ (full name and residential address) who is presently employed with us holding the position of ________ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for ________ in response to the **Request for Proposal for development of Learning Experience Platform at NPCI vide NPCI/RFP/2025-26/IT/03 dated 15.05.2025** 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 _____ 2025.

Accepted

(Signature) (Name Designation) Date: Business Address:

Annexure H - Eligibility Criteria Compliance (Bidder's Letter Head)

Sr. No	Eligibility Criteria	Compliance (Yes/No)	Documentary proof to be attached
1	The bidder should be incorporated or registered in India under Companies Act/Partnership Act / Indian Trust Act (Annual filling with ROC) and should have the Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) or in the process of applying the same and shall be submitted before a formal engagement with NPCI.		 Certificate of incorporation MSME registration certificate (if applicable) DPIIT Certificate
2	The bidder's annual turnover should be less than Rs. 100 crores as per audited financial statements in each of the financial years from the date of registration/ incorporation subject to compliance to Sr. No. 3		 Standalone audited financial statements for last 3 years Balance sheets Profit /loss statement Signed Statutory Auditor's Report Notes to Accounts and Schedules forming part of accounts to be submitted. Complete financial statements duly signed/ approved by Auditor. CA certificate in case more than 3 years for previous years
3	The date of incorporation of the bidder should be anywhere between 1 to 10 financial years.		Certificate of incorporation/ registration
4	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self- declaration along with extract of auditors' report.		Self-declaration to be provided by the Bidder
5	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad.		Declaration letter from the <u>Bidder</u> and <u>OEM</u> as per Annexure D
6	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission in case the bid document is downloaded from the NPCI website.		Remittance proof of RTGS in favor of NPCI. While transferring <u>bid cost</u> from the bidder's Bank account to NPCI bank account, the bidder shall mention the <u>RFP</u> <u>number</u> and <u>RFP description in the transfer details</u> , failing

A] Start-ups:

which the bid is liable to be rejected.

7	Except for the pre-existing IP of the Bidder, the Bidder has to accept	Signed & Stamped declaration as per Annexure J
	that IP ownership will be with NPCI	

B] Other than Start-ups:

Sr. No.	MSME	Other than MSME	Compliance Yes/No	Documentary proof to be attached
1.	 The bidder is a Company registered under the Companies Act/ Partnership / LLP at least since last three (3) years. a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least two (2) years as on date of submission of the bid. b) In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least two (2) years as on the date of submission of bid. 	 The bidder is a Company registered under the Companies Act/ Partnership / LLP at least since last five (5) years. a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least five (5) years as on date of submission of the bid. b) In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least five (5) years as on the date of submission of bid. 		 Certificate of incorporation MSME registration certificate (if applicable)

	The bidder should have reason a second statement of	The hidden should have you and a minimum.		
	The bidder should have reported minimum annual turnover of Rs. 6 crores and should have reported	The bidder should have reported minimum annual turnover of Rs. 15 crores in each of the last 3		
	profits (profit after tax) as per audited financial	financial years and should have reported profits		
	statements in at least 2 out of last 3 financial years	(profit after tax) as per audited financial	Standalone financial audited	
	(FY 2021-22, 2022-23, 2023-24).	statements in last 3 financial years. (FY 2021-22,	financial statements	
	(1 + 2021 22, 2022 23, 2023 23).	2022-23, 2023-24).	1. Balance sheets	
	In case audited financial statements for most recent	,,,	2. Profit/ loss statement	
		In case audited financial statements for most recent	3. Signed Statutory Audito	r's
		financial year are not ready, then management	Report	
		certified financial statement shall be considered.		nd
	In case the bidder is the result of a merger or		Schedules forming part	of
	acquisition or demerger or hive off, due	In case the bidder is the result of a merger or	accounts to be submitted.	
	consideration shall be given to the past financial	acquisition or demerger or hive off, due		
	results of the merging entity or demerged entity as	consideration shall be given to the past financial		
	the case may be for the purpose of determining the	results of the merging entity or demerged entity as		
	minimum annual turnover for the purpose of	the case may be for the purpose of determining the		
	meeting the eligibility criteria; should the bidder	minimum annual turnover for the purpose of		
	be in operation for a period of less than 2 financial	meeting the eligibility criteria; should the bidder be		
2.	years. For this purpose, the decision of NPCI will be	in operation for a period of less than 2 financial		
	treated as final and no further correspondence will	years. For this purpose, the decision of NPCI will be		
	be entertained on this.	treated as final and no further correspondence will		
		be entertained on this.		

3	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self-declaration along with extract of auditors' report.	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self-declaration along with extract of auditors' report.	Self-declaration to be provided by Bidder
4	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad	Declaration from OEM as per Annexure D on company letter head (if applicable)-
5.	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission in case the bid document is downloaded from the NPCI website.	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission in case the bid document is downloaded from the NPCI website.	Remittance proof of Electronic Transfer in favor of NPCI. While transferring <u>bid cost</u> from the bidder's Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP</u> <u>description in the transfer details</u> , failing which the bid is liable to be rejected.
6.	Open Legal cases as per last court order, declaration to be submitted by legal counsel of the bidder.	Open Legal cases as per last court order, declaration to be submitted by legal counsel of the bidder.	Self-declaration to be provided stating the status of legal cases.
7.	Except for the pre-existing IP of the Bidder, the Bidder has to accept that IP ownership will be with NPCI	Except for the pre-existing IP of the Bidder, the Bidder has to accept that IP ownership will be with NPCI	Signed & Stamp declaration as per Annexure J

(Signature)

(Name) Duly authorized to sign Bid for and on behalf (In the capacity of)

Annexure I - Declaration of Legal cases

То

The Chief Executive Officer 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 **Request for Proposal for development** of Learning Experience Platform at NPCI vide NPCI/RFP/2025-26/IT/03 dated 15.05.2025". I hereby declare that my company has no open Legal cases.

Yours faithfully,

Annexure J - Declaration for IP ownership with NPCI (Bidder's Letter Head)

То

The Chief Executive Officer 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 **Request for Proposal for development** of Learning Experience Platform at NPCI vide NPCI/RFP/2025-26/IT/03 dated 15.05.2025". I hereby declare that except for the pre-existing IP, we accept that IP ownership will be with NPCI

Yours faithfully,

Section 11 - Documents to be put in Envelope/Folder 'B'

Annexure K - Client Reference

(Bidder's Letter Head)

NPCI/RFP/2025-26/IT/03 dated 15.05.2025

Sr.No	Particulars	Details
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	
5	Brief on similar solution & services deployed	

(Signature)

(Name) Duly authorized to sign Bid for and on behalf of (In the capacity of)

To be submitted by bidder

Section 12 - Documents to be put in Envelope/Folder 'C'

Annexure M - Commercial Bid Form

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope/Folder)

То

NPCI

Dear Sirs,

Re: Request for Proposal for development of Learning Experience Platform at NPCI vide NPCI/RFP/2025-26/IT/03 dated 15.05.2025"

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

We undertake, if our Bid is accepted, to provide Learning Experience Platform at NPCI vide NPCI/RFP/2025-26/IT/03 dated 15.05.2025 within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure N - Commercial Bid (Bidder's Letter Head)

NPCI/RFP/2025-26/IT/03 dated 15.05.2025

Sr No	Description	Total cost (Rs)
1	Base product cost (If Any)	
2	Development cost (One time cost)	
2	Implementation cost (Deployment & commissioning)	
3	3 Support cost for Year 1	
4	4 Support cost for Year 2	
5	Support cost for Year 3	
	Total Value (Exclusive of Taxes)	

Optional

Sr No	Description	(Per Man Day cost)
1	Change Request for additional development post Go Live	

• Services will be provided on an onsite/offsite basis.

- Prices are exclusive of taxes.
- The bidder shall meet the requirements of Goods & Services Tax (GST)

(Amount in Rs)

All prices are exclusive of taxes.

(Signature) (Name) (In the capacity of) Duly authorized to sign Bid for and on behalf

Annexure O - Detailed Bill of Material (Bidder's Letter Head)

NPCI/RFP/2025-26/IT/03 dated 15.05.2025

Sr No	Description	Qty	Unit Price	Total cost (Rs)		
1						
2						
2						
3						
4						
5						
Total Value (Exclusive of Taxes)						